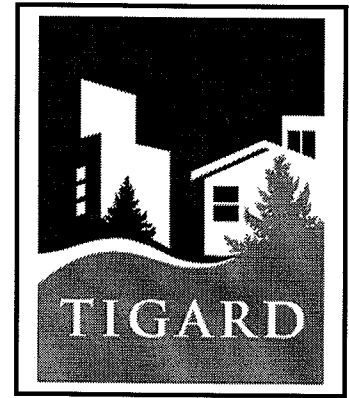




TIGARD CITY COUNCIL
MEETING

JUNE 27, 2006 6:30 p.m.

TIGARD CITY HALL
13125 SW HALL BLVD
TIGARD, OR 97223



PUBLIC NOTICE:

Anyone wishing to speak on an agenda item should sign on the appropriate sign-up sheet(s). If no sheet is available, ask to be recognized by the Mayor at the beginning of that agenda item. Citizen Communication items are asked to be two minutes or less. Longer matters can be set for a future Agenda by contacting either the Mayor or the City Manager.

Times noted are estimated; it is recommended that persons interested in testifying be present by 7:15 p.m. to sign in on the testimony sign-in sheet. Business agenda items can be heard in any order after 7:30 p.m.

Assistive Listening Devices are available for persons with impaired hearing and should be scheduled for Council meetings by noon on the Monday prior to the Council meeting. Please call 503-639-4171, ext. 2410 (voice) or 503-684-2772 (TDD - Telecommunications Devices for the Deaf).

Upon request, the City will also endeavor to arrange for the following services:

- Qualified sign language interpreters for persons with speech or hearing impairments; and
- Qualified bilingual interpreters.

Since these services must be scheduled with outside service providers, it is important to allow as much lead time as possible. Please notify the City of your need by 5:00 p.m. on the Thursday preceding the meeting by calling: 503-639-4171, ext. 2410 (voice) or 503-684-2772 (TDD - Telecommunications Devices for the Deaf).

SEE ATTACHED AGENDA

A G E N D A
TIGARD CITY COUNCIL MEETING
JUNE 27, 2006

6:30 PM

- EXECUTIVE SESSION: The Tigard City Council will go into Executive Session to evaluate the employment-related performance of the chief executive officer under ORS 192.660(2)(i). All discussions are confidential and those present may disclose nothing from the Session. Representatives of the news media are allowed to attend Executive Sessions, as provided by ORS 192.660(4), but must not disclose any information discussed. No Executive Session may be held for the purpose of taking any final action or making any final decision. Executive Sessions are closed to the public.
- STUDY SESSION
 - > Review Council Groundrules
 - ◆ Staff Information: Administration
 - > Discuss 99W Task Force
 - ◆ Staff Information: Community Development Department
 - > Council Input for the Washington County Coordinating Committee Discussions – Countywide Gas Tax and Traffic Impact Fee (TIF) Increases

7:30 PM

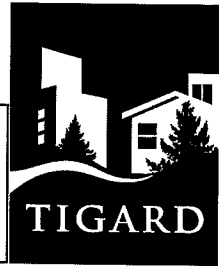
1. BUSINESS MEETING
 - 1.1 Call to Order - City Council & Local Contract Review Board
 - 1.2 Roll Call
 - 1.3 Pledge of Allegiance
 - 1.4 Council Communications & Liaison Reports
 - 1.5 Call to Council and Staff for Non-Agenda Items
2. CITIZEN COMMUNICATION (Two Minutes or Less, Please)
 - Tigard Area Chamber of Commerce Representative
 - Follow-up to Previous Citizen Communication
3. CONSENT AGENDA: These items are considered to be routine and may be enacted in one motion without separate discussion. Anyone may request that an item be removed by motion for discussion and separate action. Motion to:
 - 3.1 Approve Council Minutes for May 23, 2006

- 3.2 Approve Senior Center Lease Renewal 2006-20010
 - 3.3 Authorize Submittal of Two Proposals for Metropolitan Transportation Improvement Program (MTIP) Funding – Resolution No. 06-_____
 - 3.4 Approve Budget Amendment #14 to the FY 2005-06 Budget to Correct Budget Amendment #12, Which Increased Appropriations in the Community Services Program Instead of the Policy & Administration Program – Resolution No. 06-_____
 - 3.5 Approve the Intergovernmental Agreement with the Oregon Department of Transportation for the Transportation and Growth Management (TGM) Grant to Prepare the Highway 99W Corridor Improvement and Management Plan
 - 3.6 Revise the Membership of the Transportation Strategies Financing Task Force – Resolution No. 06-_____
 - 3.7 Appoint Scott Libert and Karen Levear to the Library Board – Resolution No. 06-_____
 - 3.8 Local Contract Review Board:
 - a. Award of Contracts for Right-of-Way Services on an As-Required Basis to Hanna, McEldowney & Associates and Right-of-Way Associates, Inc.
- *Consent Agenda - Items Removed for Separate Discussion: Any items requested to be removed from the Consent Agenda for separate discussion will be considered immediately after the Council has voted on those items which do not need discussion.*
4. SUMMARY OF RESULTS – COMMUNITY ATTITUDES SURVEY
 - ♦ Staff Report: Community Development
 5. REPORT ON TUALATIN VALLEY FIRE AND RESCUE COMMUNITY ACADEMY
 - ♦ Mayor Dirksen and City Manager Prosser
 6. CONSIDER AMENDING ORDINANCE NO. 06-04 – AN ORDINANCE ANNEXING 3.525 ACRES – APPROVING WILSON RIDGE NO. 2 ANNEXATION (ZCA2005-00005) TO REPLACE EXHIBIT B WITH A CORRECTED MAP THAT MATCHES THE ADOPTED LEGAL DESCRIPTION AND ADOPTED ORDINANCE
 - ♦ Staff Report: Community Development
 - ♦ Council Discussion
 - ♦ Council Consideration: Ordinance No. 06-_____

7. CONSIDER AN ORDINANCE AMENDING THE TIGARD MUNICIPAL CODE (TMC) SECTION 7.52.100 TO REGULATE THE USE OF ALCOHOL IN SOME CITY PARKS
 - ◆ Staff Report: Public Works
 - ◆ Council Discussion
 - ◆ Council Consideration: Ordinance No. 06-_____
8. PUBLIC HEARING (INFORMATIONAL) – FINALIZE SANITARY SEWER REIMBURSEMENT DISTRICT NO. 31 (SW O'MARA, EDGEWOOD STREETS)
 - a. Open Public Hearing
 - b. Declarations or Challenges
 - c. Staff Report: Engineering Staff
 - d. Public Testimony:
 - Proponents
 - Opponents
 - e. Staff Recommendation
 - f. Close Public Hearing
 - g. Council Consideration: Approve Resolution No. 06-_____
9. COUNCIL LIAISON REPORTS
10. NON AGENDA ITEMS
11. EXECUTIVE SESSION: The Tigard City Council may go into Executive Session. If an Executive Session is called to order, the appropriate ORS citation will be announced identifying the applicable statute. All discussions are confidential and those present may disclose nothing from the Session. Representatives of the news media are allowed to attend Executive Sessions, as provided by ORS 192.660(4), but must not disclose any information discussed. No Executive Session may be held for the purpose of taking any final action or making any final decision. Executive Sessions are closed to the public.
12. ADJOURNMENT

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Agenda Item No. _____
For Agenda of _____



Tigard City Council Meeting Minutes

Date: May 23, 2006
Time: 6:30 p.m.
Place: Tigard City Hall, 13125 SW Hall Boulevard, Tigard Oregon

Attending: Mayor Craig Dirksen
Councilor Sally Harding
Councilor Sydney Sherwood
Councilor Tom Woodruff

Absent: Councilor Nick Wilson

Agenda Item	Discussion & Comments	Action Items (follow up)
Study Session	<p>Public Internet Access at the Library</p> <p>Library Director Barnes introduced this item. Also present were Library Board members Jan Thenell and Brian Kelly. Council had requested additional clarification on public internet access at the Library. On April 25, 2006 Council approved on the consent agenda, an agreement with Washington County Cooperative Library Services that allows the County to install an internet filtering system on library computers. The proposal was to install the system on the second floor computers in the adult area and to give people a choice whether or not to filter their internet sessions. The computers in the children's area will remain filtered as they have been. The library has never filtered its adult computers, but believes it is appropriate to offer users a choice of filters from a drop-down menu. Jan Thenell and Brian Kelly indicated that the Board supports continuation of the Library's existing policy of maintaining the current level of filtering as the default option. Patrons would have the option to select adult or child filters from a drop-down menu.</p> <p>Support from those who wished to have unfiltered terminals included concerns that access not be filtered or impeded. The Tigard Library has had unfiltered terminals for a more than a decade.</p>	<p>After discussion on filtering system pros and cons, the majority of Council members present agreed that the default position (on computers in the adult section of the Library) shall be set to the adult filters with a drop-down menu available allowing patrons to select an unfiltered option.</p>

Agenda Item	Discussion & Comments	Action Items (follow up)
	<p>During that time it has received few complaints about internet content. Even the most respected filters screen out some legitimate sites.</p> <p>Those who supported the adult filters on the computers in the adult section cited that it was best to err on the side of caution. Either default option provides a choice. Educating the public was stressed on both sides of the argument. Users should be educated on how to use the internet and assistance can be requested from library staff.</p> <p>The City Attorney advised that whichever way the City chooses to proceed, the user has a choice. The City will need to be especially careful to let the user know how to turn the filters on or off.</p>	
	<p>Regulations Requiring Annual Residential Backflow Device Inspections</p> <p>Water Operations Supervisor Goodrich and Assistant Public Works Director Rager shared information with the City Council regarding the City of Tigard's annual backflow prevention program. A copy of an April 13, 2006 memorandum on the program was distributed to the City Council and is on file in the City Recorder's Office. After discussion, with it being noted that it would cost \$30-40 to test a residential backflow device, Council consensus was for staff to proceed with the program. There was no proposal to increase personnel because of the implementation of this program.</p>	
	<p>Consent agenda item 4.3 a. was discussed: Approve Purchase of a Replacement Pipeline Video Inspection Van from Pearpoint. In response to a question from Councilor Harding, Assistant Public Works Director Rager explained that the replacement pipeline video inspection van is a new and improved tool for use by the Public Works staff. While at times it will be possible to use a one-man crew for certain types of work, at other times a two-man crew will be required.</p>	

Agenda Item	Discussion & Comments	Action Items (follow up)
	<p>Police Car Markings</p> <p>Police Chief Dickinson reviewed with Council a number of samples of proposed police car markings using the new City of Tigard logo. An option identified as "No. 4" was agreed to by the City Council members present.</p> <p>In response to a question from Councilor Harding, Police Chief Dickinson reviewed the procedures used by police officers when making a traffic stop. Councilor Harding relayed a question she was asked by someone who said they were stopped by police and a microphone was placed "in their face." This particular traffic stop was done by a motorcycle officer. Chief Dickinson advised that the officers have a microphone that clips onto their pocket. Police officers have been advised to inform people that they are being recorded. If a stop is done in a patrol car and the police lights are activated, the recording system is automatically turned on.</p>	
	<p>Entrance Signs</p> <p>Surface Water Quality/Volunteer Coordinator Staedter reviewed this agenda item with the City Council.</p> <p>Examples of potential styles for entrance signs were distributed for review and comments. It was recommended that the entrance signs selected tie in to the downtown elements. Ms. Staedter noted that it would not be necessary to match signs exactly with the downtown signage. During discussion it was suggested that in order to move this project along, potential entrance sign designs be shared with the Streetscape Committee that is meeting later this week.</p> <p>There was general discussion on the preferences for sign materials, including the expression of support for stone or timbers. There was support for traditional elements with plantings around the signs.</p> <p>This item will be discussed further on June 13. The Streetscape Committee will be asked for input this</p>	

Agenda Item	Discussion & Comments	Action Items (follow up)
	<p>week. Also, staff was directed by the City Council to proceed with the necessary steps to select, obtain, and prepare entrance sign sites.</p>	
	<p>Mayor Dirksen noted that he had received a request from the Washington County Fair organizers for nomination of an outstanding citizen to be honored. After discussion, Council consensus was to forward the name of Mike Marr to the Washington County representatives.</p> <p>Council reviewed the upcoming Council calendar items including the joint meeting with the Tigard/Tualatin School District tentatively scheduled for June 19, and the Fifth Tuesday meeting to be held on May 30.</p> <p>City Manager Prosser noted that a letter had been sent to the Bull Mountain Residents for Incorporation regarding an invitation for a meeting with the City Council to discuss the potential incorporation of a city in the Bull Mountain area. Their attorney, Mr. Derr, responded to the letter and noted that the ORS citation was incorrect. Mr. Derr said a meeting was not required; however, they do plan to meet with the City of Tigard. No options for dates were cited.</p>	
	<p>Citizen Gretchen Buehner advised that a vandal had broken into her residential water system. A staff member contacted Ms. Buehner to let her know that a change in water usage for her account had been noticed. If this problem was fixed, the water division offered to reduce the water bill. Ms. Buehner thanked the City staff for being proactive in this matter and said she believes the water division cares about its customers.</p> <p>Study Session concluded at 7:26 p.m.</p>	

Agenda Item	Discussion & Comments	Action Items (follow up)
Business Meeting	<p>1.1 Mayor Dirksen called the City Council and the Local Contract Review Board to Order at 7:30 p.m.</p> <p>1.2 Council Present: Councilors Harding, Sherwood, and Woodruff. Council Absent: Wilson</p> <p>1.3 Pledge of Allegiance</p> <p>1.4 Council Communications & Liaison Reports</p> <p>Councilor Harding attended a Mayors Regional Forum meeting. She advised that Metro's Land Use planning and density were discussion topics. It was her hope that jurisdictions will start to address their density issues with Metro.</p> <p>Councilor Harding noted that Big and Bulky Waste Day is posted on the City's web site. Vouchers can be obtained for those interested in utilizing this service on a first-come, first-served basis.</p> <p>Mayor Dirksen invited people to attend an informal meeting with the City Council at the Fifth Tuesday meeting scheduled for May 30 at the Tigard Water Building from 7-9 p.m.</p> <p>Council members reported on their recent attendance at the National League of Cities Conference from March 11-16. All of the City Council, except for Councilor Wilson, attended the Conference. Councilor Sherwood noted she was able to discuss the Community Development Block Grant Program with legislators, which has funded projects for sidewalks, Senior Center improvements, helped build the homeless shelter, and sponsored programs for people living below the poverty line. She noted the benefit in getting to know the staff members of Congressional district representatives on a personal level so that they know who she is when she contacts them. She also noted that</p>	

Agenda Item	Discussion & Comments	Action Items (follow up)
	<p>she talked to Congressional representatives on Section Eight vouchers and transportation issues.</p> <p>Councilor Woodruff commented that he appreciated the City allowing the Council members to attend this conference. He noted that it was of benefit to be "shoulder to shoulder" with people throughout the country who are in similar circumstances as the City of Tigard. He noted that grassroots efforts are thriving throughout the country. He reported attending workshops on water supply and downtown revitalization and said it was helpful to see how solutions to various problems are addressed. He appreciated the opportunity to talk with elected officials.</p> <p>Councilor Harding said she agreed that the collaboration with others was interesting and beneficial. She noted that she was able to connect on issues such as the Community Development Block Grant Program, telecommunication issues, integration, eminent domain, economic development and federal tax reform. She referenced community cable television access now provided by the Metropolitan Area Communications Division and that there is a Bill in Congress which might eliminate local franchising. She noted she would continue to follow this issue and said there was need for more clarification on the matter.</p> <p>Councilor Harding also noted she became aware of grants available to religious and interfaith organizations and has information she can share with this segment of the community. She saw several common threads in the classes she attended including how valuable the employees are because of their public contact. She noted that some of the biggest mistakes made by elected officials are overcomplicating issues, failing to involve the workforce in resolving issues, and "narrow thinking." She stressed the importance of</p>	

Agenda Item	Discussion & Comments	Action Items (follow up)
	<p>clarity and brevity in communication.</p> <p>Mayor Dirksen mentioned the City's historic involvement with the National League of Cities and the benefit of this organization to Tigard. Membership with the National League of Cities gives a voice to smaller cities that they would not have otherwise. The NLC sponsors lobbyists to make elected officials aware of the issues of small cities and provides seminars and leadership training. He noted that it is important for smaller cities to consider the broader scope and avoid provincial thinking.</p> <p>1.5 Call to Council and Staff for Non-Agenda Items: None</p>	
2. Proclamation	<p>Mayor Dirksen proclaimed June 3 and 4, 2006, as Tualatin River National Wildlife Refuge Grand Opening Weekend in the City of Tigard.</p>	
3. Citizen Communications	<ul style="list-style-type: none"> • Tigard High School Student Envoy Jasmina Dizdarevic presented highlights of activities for the past month at Tigard High School. A copy of her report outline is on file in the City Recorder's Office. • Follow up to Previous Citizen Communication: None • Mayor Dirksen thanked citizens for passing the Urban Renewal District ballot measure in the May 16, 2006 election. He announced that an Open House on the Downtown Streetscape was planned for Thursday from 7-9 p.m. at the Tigard Library Community Room. 	
4. Consent Agenda	<p>4.1 Authorize the City Manager to Sign Dedication Deeds for a Proposed Extension of Wall Street – Resolution No. 06-28</p>	<p>Motion by Councilor Sherwood, seconded by Councilor Woodruff, to adopt the consent agenda.</p>

Agenda Item	Discussion & Comments	Action Items (follow up)
	<p>RESOLUTION NO. 06-28 – A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN ON BEHALF OF THE CITY DEDICATION DEEDS FOR A PROPOSED EXTENSION OF SW WALL STREET</p> <p>4.2 Authorize the City Manager to Sign a Dedication Deed Transferring Title of Reserve Access Strips to the Public – Resolution No. 06-29</p> <p>RESOLUTION NO. 06-29 – A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN ON BEHALF OF THE CITY A DEDICATION DEED TRANSFERRING TITLE OF RESERVE ACCESS STRIPS TO THE PUBLIC</p> <p>4.3 Local Contract Review Board:</p> <p>a. Approve Purchase of a Replacement Pipeline Video Inspection Van from Pearpoint</p> <p>b. Award Engineering Services Contract for Proposed Local Improvement District in the Tigard Triangle to Group Mackenzie</p>	<p>The motion was approved by a unanimous vote of Council present.</p> <p>Mayor Dirksen Yes Councilor Harding Yes Councilor Woodruff Yes Council Sherwood Yes</p>
<p>5. Acknowledge Excellence in Communication and Conservation Award for the Tigard Water Conservation Calendar.</p>	<p>Public Works Director Koellermeier introduced this item and Corianne Hart, Tigard's Water Conservation Program Coordinator. Ms. Hart accepted an award from the Pacific Northwest Section of the American Waterworks Association for Excellence in Communication and Conservation. This is the fourth year the City's conservation calendar has earned this award. Ms. Hart noted that 2,500 copies were created and all distributed by February. Information on Tigard's Water Conservation Program can be found on Tigard's website. The calendar features artwork by elementary students in the Tigard Water Service area as well as from Tigard's sister city in Balikpapan, Indonesia. In addition to the artwork, the calendar is filled with water conservation tips, facts and fun activities.</p> <p>City Manager Prosser added that he appreciated Ms. Hart's work on the calendar. He noted that he</p>	

Agenda Item	Discussion & Comments	Action Items (follow up)								
	<p>recently traveled to Indonesia and presented a supply of calendars to a teacher involved in the program with the City of Tigard. The calendars were very well received.</p> <p>The federal government asked Tigard to help the community in Indonesia improve their water system. Tigard's efforts were focused on education and water conservation in schools.</p>									
6. Formal Graduation of Volunteers and City Staff for Successful Completion of the City's Community Emergency Response Team (CERT) Program	<p>Public Works Program Assistant Lueck introduced this agenda item. The purpose was to recognize volunteers and city staff for their successful completion of the City's CERT program. To date, 52 CERT volunteers have graduated. Mr. Lueck read the names of city staff and community volunteers who recently completed the CERT program. The graduation list is on file in the City Recorder's Office.</p> <p>The City is now promoting its sixth volunteer class and recruiting for another city staff class. In the event of a disaster, the training and skills that the CERT participants receive are designed to do the "greatest good for the greatest amount of people" in our community. Mr. Lueck advised that there will be a region-wide exercise on June 14.</p> <p>Mr. Lueck acknowledged Cindy Eng with a certificate. Ms. Eng was instrumental in helping Mr. Lueck provide instruction for the program.</p>									
7. Adopt Tigard Police Officers Association (TPOA) Collective Bargaining Agreement Between the City of Tigard and the Tigard Police Officers Association and Authorize the	<p>Human Resources Director Zodrow presented the staff report.</p> <p>The final terms of the agreement were reviewed briefly by Ms. Zodrow. A copy of the key facts and information summary are on file in the City Recorder's office as well as the Collective Bargaining Agreement document.</p> <p>City Manager Prosser noted that the collaborative bargaining process enabled the City of Tigard management and TPOA representatives to come to an agreement quickly. The bargaining process usually occurs over a number of weeks; this agreement was reached within four days of</p>	<p>Motion by Councilor Woodruff, seconded by Councilor Sherwood to adopt Resolution 06-30.</p> <p>The motion was adopted by unanimous vote of Council present.</p> <table><tr><td>Mayor Dirksen</td><td>Yes</td></tr><tr><td>Councilor Harding</td><td>Yes</td></tr><tr><td>Councilor Woodruff</td><td>Yes</td></tr><tr><td>Council Sherwood</td><td>Yes</td></tr></table>	Mayor Dirksen	Yes	Councilor Harding	Yes	Councilor Woodruff	Yes	Council Sherwood	Yes
Mayor Dirksen	Yes									
Councilor Harding	Yes									
Councilor Woodruff	Yes									
Council Sherwood	Yes									

Agenda Item	Discussion & Comments	Action Items (follow up)
City Manager to Sign the Agreement	<p>bargaining. Council members expressed appreciation to the TPOA bargaining team and the City's management staff. Councilor Woodruff noted for the viewing public, that the Council had had discussions with the staff during the bargaining process. He also acknowledged the TPOA members and the management team for the good outcome.</p> <p>RESOLUTION NO. 06-30 - A RESOLUTION ADOPTING A NEW BARGAINING AGREEMENT BETWEEN THE CITY OF TIGARD AND THE TIGARD POLICE OFFICER'S ASSOCIATION AND AUTHORIZING THE CITY MANAGER TO SIGN.</p>	
8. Consider Naming the Cook Park Baseball Fields the "John Anderson Baseball Fields"	<p>Parks Manager Plaza reviewed this agenda item and identified the location of the ball fields on a map of Cook Park which was on display. The late John Anderson was an avid supporter of Tigard youth. Mr. Plaza reviewed the numerous contributions by Mr. Anderson in his activities with the Atfalati Recreation District and his work on Cook Park improvements including land acquisition, installation of new athletic fields, rehabilitation of existing fields, and the construction of a concession/restroom building. A ceremony, similar to the naming of the Nicoli Fields, will be held during the Tigard Balloon Festival on June 18, 2006.</p> <p>Mayor Dirksen noted he had the privilege of knowing John Anderson and supported recognizing Mr. Anderson for his contributions to Tigard's youth.</p> <p>RESOLUTION NO. 06-31 – A RESOLUTION NAMING THE COOK PARK BASEBALL FIELDS THE "JOHN ANDERSON BASEBALL FIELDS."</p>	<p>Motion by Councilor Sherwood, seconded by Councilor Harding, to adopt Resolution 06-31.</p> <p>The motion was approved by unanimous vote of Council present.</p> <p>Mayor Dirksen Yes Councilor Harding Yes Councilor Woodruff Yes Council Sherwood Yes</p>
9. Accept Dedicated Open Space from Venture Properties, Inc.	<p>Parks Manager Plaza presented the staff report on this agenda item. The parcel offered by Venture Properties, Inc. would be conveyed to the City by a Dedication Deed that was prepared by the City Attorney. The property, located on Solistice Drive,</p>	<p>Motion by Councilor Woodruff, seconded by Councilor Sherwood to accept the dedicated property and authorize the</p>

Agenda Item	Discussion & Comments	Action Items (follow up)
	<p>is within the Summit Ridge Subdivision in the City of Tigard, just south of the Alberta Rider Elementary School. It is possible to construct a trail on the property that in the future could link to other trails or subdivisions in the area. Staff is recommending that Council accept, by motion, the dedicated property and authorize the City Engineer to sign the Dedication Deed on behalf of the City.</p> <p>Mr. Plaza noted that Venture Properties did not seek SDC credits for this property. In response to Council discussion regarding the benefit for the property owner, City Attorney Ramis noted that if property is voluntarily given to the city of Tigard it might be eligible for some tax benefit. It is up to the applicant/developer to decide how they would like to handle dedication of property to the city for park purposes.</p>	<p>City Engineer to sign the dedication deed on behalf of the city.</p> <p>The motion was approved by unanimous vote of Council present.</p> <p>Mayor Dirksen Yes Councilor Harding Yes Councilor Woodruff Yes Council Sherwood Yes</p>
<p>10. Consider a Regional Water Contract with the City of Portland</p>	<p>Public Works Director Koellermeier presented the staff report on this item. Before the Council was the Tigard Water Service Area Regional Water Sales Agreement with the City of Portland. The current contract is set to expire June 30, 2007. Tigard and the Intergovernmental Water Board are exploring several long-term water supply options that will take years to develop. An interim water supply is needed until the long term water sources are on-line. The Intergovernmental Water Board unanimously endorsed the ten-year agreement.</p> <p>Councilor Woodruff noted that a lot of work has gone into securing this agreement. He said that it was in Tigard's best interests to have this guaranteed water service available.</p> <p>Councilor Harding complimented the staff for their persistence in working on obtaining this agreement.</p> <p>Mayor Dirksen also expressed appreciation for the hard work on this matter.</p>	<p>Motion by Councilor Woodruff, seconded by Councilor Sherwood, to approve the City of Portland Water Contract.</p> <p>The motion was approved by unanimous vote of Council present.</p> <p>Mayor Dirksen Yes Councilor Harding Yes Councilor Woodruff Yes Council Sherwood Yes</p>
<p>11. Approve an amendment to the Tigard Municipal Code by Adding A</p>	<p>City Manager Prosser gave the staff report on this agenda item. City Code and State statutes contain numerous references to the term "City Engineer." The proposed Code amendment defines "City Engineer" as a person designated by the City</p>	<p>Motion by Councilor Harding, seconded by Councilor Woodruff, to adopt Ordinance No. 06-06.</p>

Agenda Item	Discussion & Comments	Action Items (follow up)
Definition of "City Engineer" (Section 1.04.010)	<p>Manager to fulfill the responsibilities of City Engineer, and it allows the responsibilities of the City Engineer to be delegated. This change allows the flexibility to meet organizational needs and clarifies responsibilities.</p> <p>City Manager Prosser noted that the City Engineer is not necessarily a Department Head in local jurisdictions but is often a member of the Community Development or Public Works staff.</p> <p>ORDINANCE NO. 06-06 – AN ORDINANCE AMENDING THE CITY OF TIGARD MUNICIPAL CODE BY ADDING A DEFINITION OF "CITY ENGINEER."</p>	<p>The motion was adopted by unanimous vote of Council present.</p> <p>Mayor Dirksen Yes Councilor Harding Yes Councilor Woodruff Yes Council Sherwood Yes</p>
12. Adjournment	The meeting was adjourned at 8:34 p.m.	<p>Motion by Councilor Sherwood, seconded by Councilor Woodruff, to adjourn the meeting</p> <p>The motion was approved by unanimous vote of Council present.</p> <p>Mayor Dirksen Yes Councilor Harding Yes Councilor Woodruff Yes Council Sherwood Yes</p>

Catherine Wheatley, City Recorder

Attest:

Mayor, City of Tigard

Date: _____

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Agenda Item # _____

Meeting Date _____

June 27, 2006

COUNCIL AGENDA ITEM SUMMARY

City Of Tigard, Oregon

Issue/Agenda Title Approve Senior Center Lease Renewal 2006-2010

Prepared By: Loreen Mills *Green* Dept Head Okay *CL* City Mgr Okay *CP*

ISSUE BEFORE THE COUNCIL

Should the Council renew the Senior Center Lease with Loaves & Fishes for four years?

STAFF RECOMMENDATION

Approve a lease renewal with Loaves and Fishes to use the Tigard Senior Center Building and provide senior services, programs and activities to Tigard-area residents from 6/30/2006 through 6/30/2010.

KEY FACTS AND INFORMATION SUMMARY

The City and Loaves & Fishes (L&F) have had a long standing partnership in delivering nutrition, informational and social service programs to senior citizens in the Tigard community. L&F and the seniors using the Center have been good stewards of the property and programming continues to improve to be effective in drawing existing seniors and the baby-boomer seniors to the Center.

The current Senior Center lease expires 6/30/06 and has been in place for four years. It is now time to update the lease for the next four years (expiring 6/30/10).

The following changes have been made to the new agreement:

- Performance measurements of the L&F programs & services will become an annual requirement of the lease
- Grievance process modified
 - ☒ 1st step City Facilities Coordinator and Senior Center Manager
 - ☒ 2nd step City Manager and L&F Executive Director

Staff recommends approval of the attached Lease with the City's Facilities Coordinator managing the property.

OTHER ALTERNATIVES CONSIDERED

None

COUNCIL GOALS AND TIGARD BEYOND TOMORROW VISION STATEMENT

None

ATTACHMENT LIST

- Senior Center Lease ~ 2006-2010

FISCAL NOTES

The Lease fee is at the rate of \$1.00/year. Leases are required to have an exchange of money to be effective.

CITY OF TIGARD
LEASE

THIS LEASE is made and entered into this 27th day of June, 2006, by and between the City of Tigard, an Oregon municipal corporation, hereinafter called City, and Loaves & Fishes Center, Inc., a private, non-profit Oregon corporation, hereinafter called Lessee.

WITNESSETH: In consideration of the covenants, agreements and stipulations herein contained on the part of Lessee to be paid, kept and faithfully performed, City does hereby lease to Lessee and Lessee hereby leases from the City the premises, including all improvements located thereon, as is, situated in the City of Tigard, County of Washington and State of Oregon, known and described as Tigard Senior Center, 8815 SW O'Mara Street, Tigard, Oregon.

The term of this Lease shall be for a period commencing the 30 day of June, 2006 and ending at midnight on the 30th day of June, 2010 at and for a rental of \$1.00 for each year or portion thereof during the said term payable in lawful money of the United States at the Tigard City Hall, 13125 SW Hall Boulevard, City of Tigard, State of Oregon 97223, initially at signing of this lease and then some time prior to July 1st of each year.

The Lessee contracts with Washington County to provide services to senior citizens, and desires to use the Tigard facility. The City desires to locate Loaves & Fishes' services in the Tigard Senior Center facility to provide services, programs and activities to Tigard-area residents.

In consideration of the above, each party hereto does hereby covenant and agree as follows:

(1) LESSEE'S ACCEPTANCE OF LEASE

Lessee accepts said letting and agrees to pay to the order of City the rental stated above for the full term of this lease, in the manner aforesaid.

(2) USE OF PREMISES

Lessee shall use said premises for the following use and no other:

➤ Provision of nutrition and social service programs for the elderly and families.

Said use may include operation of a nutrition and social service program for the elderly, including, but not limited to, dining room and home-delivered meals, informational, educational, and recreational activities, information and referral, health screening, counseling, and fund-raising activities for the program, provided Lessee obtains proper land use and other approvals as may be required prior to initiating operation of said programs.

Lessee and City will jointly develop a method to monitor the performance of Loaves and Fishes programs and service delivery through the Tigard Senior Center. The first program and service

performance measurement report is to be filed with City after the conclusion of the 2007 calendar year. Benchmarks are as follows:

- Number of participants using nutrition programs
- Number of meals served
- Number of minorities served
- Number of volunteers and number of volunteer hours
- Number of participants using educational/recreational programming.

Lessee shall have use of the facility from Monday at 8:00 A.M. through Friday at 5:00 P.M. Lessee shall have first priority for additional use of the facility outside of the hours noted in this paragraph. Lessee's senior programming will target senior education and socialization opportunities. These groups must always welcome seniors and be approved or sponsored by the Center's Steering Committee.

City will have the right to use and permit the use by others of the building and the equipment, dishes, utensils, pots, pans, etc. under the following terms and conditions:

- 2.1 Center Manager or designated representative will schedule all use of the facility between Monday at 8:00 AM to Friday at 5:00 PM. The City shall assign a designated person to schedule use of the facility for all time except between Monday at 8:00 AM through Friday at 5:00 PM. Such use shall not interfere with the daily use by Lessee or the facility for the operation of a nutrition and social service program for the elderly;
- 2.2 Lessee shall assure equipment, dishes, and utensils are left in a sanitary and safe condition;
- 2.3 City shall be responsible for use by such other users authorized by the City. City shall require such other users wishing to use the kitchen to meet with the Center Manager or designated representative prior to use for kitchen use training. Costs incurred by Lessee resulting from other use will be reimbursed by the City;
- 2.4 City shall be responsible for the replacement of any equipment, plates, glasses, cutlery, or utensils lost or damaged by such users as the Lessee/City shall discover in its use or supervision of such other use of the facility; and
- 2.5 City shall be responsible for replacement of food, cleaning compounds, paper, and the supplies owned by Lessee and used by such other users.

Lessee will not make any unlawful, improper or offensive use of the premises; remove any portion of the structure or fixtures, nor suffer waste thereof. Lessee will not permit anything to be done upon or about said premises in any way tending to create a nuisance, be that at common law or by ordinance or by statute.

Lessee shall not store gasoline or other highly combustible materials on said premises at any time nor use said premises in such a way or for such purposes that the fire insurance rate is thereby increased or that would prevent City from taking advantage of reduced premium rates for long term fire insurance policies.

Lessee shall comply, at Lessee's own expense, with all laws and regulations of any municipal, county, state, federal or other public authority respecting the use of said premises.

Lessee shall regularly occupy and use the premises for the conduct of Lessee's business, and shall not abandon or vacate the premises for more than ten (10) days without written approval of City except when required for major structure maintenance or remodel which would require relocation of Lessee's business for safety/health reasons.

(3) FURNISHINGS AND EQUIPMENT

In the event of termination of this agreement, all such furnishings, equipment, and decorations which are permanently attached to the facility shall remain in the facility in good repair, with allowance for wear and tear, occasioned by normal use. Each of the parties hereto including the City shall retain ownership of any non-fixture equipment, pots, pans, dishes, utensils, and other personal property acquired by its own funds, by funds received from grants and donations to such party for the purpose of acquiring such personal property, or such personal property as may be donated to such party.

(4) UTILITIES/MAINTENANCE

City shall pay for all heat, light, water, sewerage and storm drainage fees, power, sanitary services, and other utilities used in the above premises during the term of this lease except for telephone. Lessee will pay for all telephone utilities. City shall be responsible for janitorial and regular maintenance of the building.

Lessee will keep the kitchen clean, in such a way as to meet the standards of Oregon State Health Division for daily cleanliness: repairs, equipment maintenance, and seasonal cleaning are the responsibility of the City.

(5) TAXES

Lessee agrees to pay all taxes and assessments which during the term of the Lease may become due, become a lien or which may be levied by the state, county, city, or any other tax-levying body upon the premises. Furthermore, Lessee agrees to pay all taxes and assessments on any taxable interest obtained by Lessee through this Agreement or on any taxable possessory interest, which Lessee may have in or to the premises by reason of its occupancy. Furthermore, Lessee agrees to pay all taxes on all taxable property, real or personal, owned by it in or about the premises. Upon making such payments, Lessee shall give the City a copy of the receipts and vouchers showing payment.

Lessee understands that City property is exempt from property taxation until leased to a taxable entity. Should Lessee be a non-taxable entity, Lessee will be responsible for making application to Washington County for exempt status from property taxation. Upon being granted exempt status on the property, Lessee will file a copy of said exemption with the City.

In the event that the term of the Lease extends beyond June 30 of any year, Lessee shall be responsible for payment of all property taxes for the entire tax year without pro-ration, or, in the event of any change in property tax law, for any taxes due under such law. With respect to assessments for public improvements which are or may be payable in Bancroft installments, Lessee shall be required to pay only those installments which become due during the term of the Lease or this Amendment.

(6) REPAIRS AND IMPROVEMENTS

City hereby agrees to maintain and keep said premises (including all interior and exterior doors, heating, ventilating and cooling systems, interior wiring, plumbing and drain pipes to sewers or septic tank), in good order and repair during the entire term of this lease at City's own cost and expense. Lessee further agrees they will make no alteration, addition or improvements to or upon said premises without the prior written consent of the City.

The City will provide light bulbs and fluorescent tubes, toilet tissue, paper towels, toilet soap and such other supplies needed for daily operation in the restrooms and sink areas outside of the kitchen area.

City agrees to maintain the exterior walls, roof, gutters, downspouts and foundations of the building and the sidewalks thereabouts. It is understood and agreed that City reserves to itself (and to at any and all times shall have) the right to alter, repair or improve said premises, or to add thereto and for that purpose at any time may erect scaffolding and all other necessary structures about and upon the premises, and City and City's representatives, contractors and their respective employees and agents for that purpose may enter in or about the said premises with such materials as may be necessary, and Lessee waives any claim to damages resulting there from.

(7) CITY'S RIGHT OF ENTRY

It shall be lawful for City, its agents and representatives, at any reasonable time to enter into or upon the premises for the purpose of examining into the condition and use.

(8) TERMINATION OF LEASE

Failure to provide services in accordance with the contract to the satisfaction of the City, or its designee, shall result in written notification. Such notification shall be addressed to the Loaves & Fishes Center Director and shall delineate the inadequacies and provide specific remedies stipulating a deadline for resolution not less than 60 days from the date notification was received by the Director. Failure to remedy shall result in termination of the contract by the City.

(9) LIENS

Lessee will not permit any lien of any kind, type or description to be placed or imposed upon the building in which said leased premises are situated, or any part thereof, or the real estate on which it stands.

(10) ICE, SNOW, DEBRIS

City shall at all times keep the sidewalks in front of the premises free and clear of ice, snow, rubbish, debris and obstruction, and will not permit rubbish, debris, ice or snow to accumulate on the roof of the building so as to stop up or obstruct gutters or down spouts or cause damage to said roof.

(11) OVERLOADING OF FLOORS

Lessee will not overload the floors of said premises in such a way as to cause any undue or serious stress or strain upon the building, and City shall have the right, at any time, to call upon any competent engineer or architect whom City may choose, to decide whether or not the floors of said premises are being properly used. The decision of said engineer or architect shall be final and binding upon Lessee; and in the event that the engineer or architect decides that the stress or strain is such as to imperil said building in whole or in part, Lessee agrees to immediately relieve said stress or strain in a manner satisfactory to City.

(12) NO USE OF HAZARDOUS SUBSTANCES

No handling, storage, generation, creation, disposal, transportation or discharge of any Hazardous Substances shall be permitted on or about the premises by Lessee, its employees, agents, customers or contractors. This restriction does not apply to ordinary office and janitorial supplies available over the counter for common use by members of the general public. Nor shall this prohibition apply to substances fully contained inside of motor vehicles if they are used in accordance with all applicable legal requirements. As used in this section, "Hazardous Substances" shall mean any substance, material or product defined or designated as hazardous, toxic, radioactive, dangerous or regulated wastes by any federal, state or local regulatory agency.

(13) SIGNS

Lessee may alter the existing free-standing sign structure upon receipt of a sign permit from the City of Tigard, but shall not, without prior written consent of the City, use the outside walls of said premises, or allow signs or devices of any kind to be attached thereto or suspended there from.

(14) FIXTURES

All partitions, plumbing, electrical wiring, additions to or improvements upon said leased premises, whether installed by City or Lessee, shall be and become a part of the building as soon as installed and the property of City unless otherwise herein provided.

(15) LIGHT AND AIR

This lease does not grant any rights of access to light and air over the property.

(16) DAMAGE BY FIRE OR OTHER CASUALTY

In the event of any damage to the property by fire or other casualty, either party hereto may terminate this lease as of the date of said fire or casualty.

(17) GRIEVANCES

The resolution of any grievances between the parties shall first be attempted between the City Facilities Coordinator and Loaves & Fishes Center Manager. Grievance resolution second step will be between the City Manager, or designee, and Loaves and Fishes Executive Director or designee.

(18) INDEMNIFICATION

Lessee agrees to fully indemnify, hold harmless and defend the City, its City Council, officers and employees from and against all losses, expenses, claims and actions (including all expenses incidental to the investigation and defense thereof) of any kind or nature including, but not limited to, claims or actions based upon or arising out of damages or injuries to third persons or their property, proximately caused (or allegedly caused) through the fault of Lessee, its employees or agents in the use and/or occupancy of the premises.

The City shall give Lessee prompt and reasonable notice of any such claims or actions known to the City, and Lessee shall have the obligation to investigate, compromise and defend same, provided such claim is not caused by the negligence of the City, its employees or agents.

In the event that there is any bodily injury at, or property damage to, any portion of the premises caused by Lessee or any third party, Lessee shall immediately notify the City's Risk Manager and cooperate in the City's investigation of said incident. Lessee shall make all reports or documents concerning the incident, whether in their possession or the possession of their insurance carrier available to the City and cooperate with the City in investigating, compromising or litigating the claim against those parties.

For any property damage done to or caused by the fault of Lessee, Lessee shall be given the option of repairing the damage or having the City repair the damage at Lessee's expense. The City shall give written notification to Lessee of any damage requiring repair and give Lessee thirty (30) days to commence repair. If within that period, or such other period as may be mutually agreed upon, no effort has been made to effect repairs, then the repairs will be performed by the City and billed to Lessee.

For damage done to or at the property or premises by third parties for which Lessee is not responsible, the City shall bear the initial cost of investigating, compromising or litigating the claim, but may recover such costs if otherwise permitted by law or this Agreement.

(19) INSURANCE REQUIREMENT

Insurance requirements set forth below do not in any way limit the amount or scope of liability of Lessee under this Agreement. The amounts listed indicate only the minimum amounts of insurance coverage the City will accept to help insure full performance of all terms and conditions of this Agreement. All insurance required by Lessee under this Agreement shall meet the following minimum requirements:

- (19.1) Certificates: Notice of Cancellation. On or before the Effective Date, Lessee shall provide the City with certificates of insurance establishing the existence of all insurance policies required under this Section. Thereafter, the City must receive notice of the expiration or renewal of any policy at least thirty (30) days prior to the expiration or cancellation of any insurance policy. No insurance policy may be canceled, revised, terminated or allowed to lapse without at least thirty (30) days prior written notice being given to the City. Insurance must be maintained without any lapse in coverage during the entire initial Term and any extension thereof. Insurance canceled without City consent shall be deemed an immediate Event of Default under this Agreement. The City shall also be given certified copies of Lessee's policies of insurance, upon request.
- (19.2) Additional Insured. The City shall be named as an additional insured in each required policy and, for purposes of damage to the Premises, as a loss payee. Such insurance shall not be invalidated by any act, neglect or breach of contract by Lessee.
- (19.3) Primary Coverage. The required policies shall provide that the coverage is primary, and will not seek any contribution from any insurance or carried by the City.
- (19.4) Company Ratings. All policies of insurance must be written by companies having an A.M. Best rating of "A" or better, or equivalent. The City may, upon thirty (30) days written notice to Lessee, require Lessee to change any carrier whose rating drops below an A rating.
- (19.5) Required Insurance. At all times during this Agreement, Lessee shall provide and maintain the following types of coverage:
 - 19.5.1 General Liability Insurance. Lessee shall maintain an occurrence form commercial general liability policy, personal injury liability, for the protection of Lessee and the City, insuring Lessee and the City against liability for damages because of personal injury, bodily injury, death, or damage to property (including the loss of use thereto and occurring on or in any way related to the premises or occasioned by reason of the operations of Lessee. Such coverage shall name the City as an additional insured. Coverage shall be in an amount of not less than ONE

MILLION DOLLARS (\$1,000,000) combined single limit per occurrence for bodily injury and property damage for all coverage specified herein. City will also provide the same coverage, naming Loaves and Fishes as an additional insured.

19.5.2 Fire Legal Liability Insurance. The City shall insure the building space and all improvements affixed thereto considered to be part of premises, being managed by Lessee. Lessee is responsible to insure all of its own personal property, which items shall not be covered by City insurance. Furthermore, Lessee must at all times carry Fire Legal Liability insurance coverage in an amount not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000). Such coverage shall name the City as an additional insured.

19.5.3 Workers' Compensation Insurance, Lessee shall maintain in force Workers' Compensation insurance for all of its employees. In lieu of such insurance, Lessee may maintain a self-insurance program meeting the requirements of the State of Oregon.

(19.6) Periodic Review. The City shall have the right to periodically review the types, limits and terms of insurance coverage. In the event the City determines that such types, limits, and/or terms should be changed, the City will give Lessee a minimum of thirty (30) days notice of such determination and Lessee shall modify its coverage to comply with the new insurance requirements of the City. Lessee shall also provide the City with proof of such compliance by giving the City an updated certificate of insurance within fifteen (15) days.

(19.7) Subrogation. Except as limited by this subsection, the parties hereto waive any right of action that they might have against the other for loss or damage, to the extent that such loss or damage is covered by any insurance policy or policies and to the extent that proceeds (which proceeds are free and clear of any interest of third parties) are received by the parties claiming the loss or damage. This waiver of subrogation shall not extend to any applicable deductibles under such policy or policies.

(20) DELIVERING UP PREMISES ON TERMINATION

At the expiration of said term or upon any sooner termination, Lessee will quit and deliver up said leased premises and all future erections or additions to or upon the same to City or those having City's estate in the premises, peaceably, quietly, and in as good order and condition, reasonable use and wear thereof, damage by fire, unavoidable casualty and the elements alone excepted, as the same are now in or hereafter may be put in by City.

(21) BREACH OF LEASE TERMS

If Lessee fails to keep, perform or observe any of the terms and/or conditions imposed on it by this Lease for a period of thirty (30) or more days after written notice of said failure by the City, or Lessee fails to surrender possession of the premises at the Lease's conclusion, then, and in either event the City may terminate the Lease at any time thereafter without further notice or demand on Lessee, enter the premises and lawfully repossess it, expel Lessee (as well as any others claiming through Lessee) and remove/store Lessee's effects (all at Lessee's expense) without prejudice to any other remedy, action or suit which the City may be entitled to for arrearage, damages to the property or its interests and/or breach of this lease.

PROVIDED, ALWAYS, and these presents are upon these conditions, that (1) if Lessee shall fail or neglect to do, keep, perform or observe any of the covenants and agreements contained herein on Lessee's part to be done, kept, performed and observed and such default shall continue for thirty (30) days or more after written notice of such failure or neglect shall be given to Lessee, or (2) if on the expiration of this lease Lessee fails to surrender possession of said leased premises, then and in either or any of said cases or events, City may terminate this lease and at time thereafter, without further demand or notice, may enter said premises and repossess the same, and expel said Lessee and those claiming by, through and under Lessee and remove Lessee's effects at Lessee's expense, and store the same, all without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used for arrears of rent or preceding breach of covenant.

Neither the termination of this lease by forfeiture nor the taking or recovery of possession of the premises shall deprive City of any other action, right, or remedy against Lessee for possession or damages, nor shall any omission by City to enforce any forfeiture, right or remedy to which City may be entitled be deemed a waiver by City of the right to enforce the performance of all terms and conditions of this lease by Lessee.

(22) HOLDING OVER

In the event Lessee for any reason shall hold over after the expiration of this lease, such holding over shall not be deemed to operate as a renewal or extension of this lease, but shall only create a tenancy from month to month which may be terminated at will at any time by City.

(23) NOTICES

Any notice required by the terms of this lease to be given by one party hereto to the other or desired so to be given, shall be sufficient if in writing contained in a sealed envelope, deposited in the U.S. Registered Mails with postage fully prepaid, and if intended for City herein then if addressed to said Lessor, in care of the Facilities Coordinator, at Tigard City Hall, 13125 SW Hall, Tigard, Oregon 97223 and if intended for Lessee then if addressed to Lessee, in care of the Director, at 8815 SW O'Mara Street, Tigard, Oregon 97223. Any such notice shall be deemed conclusively to have been delivered to the addressee thereof forty-eight (48) hours after the deposit thereof in said U. S. Registered Mails.

(24) HEIRS AND ASSIGNS

All rights, remedies and liabilities herein given to or imposed upon either of the parties hereto shall extend to, inure to the benefit of and bind, as the circumstances may require, the heirs, executors, administrators, successors and, so far as this lease is assignable by the term hereof, to the assigns of such parties.

(25) ASSIGNMENT

No part of this Agreement may be assigned, nor may a right of use to any portion of the premises or property be conferred on any third person by any other means, without the prior written consent of City. Any assignment or attempted assignment without the City's prior written consent shall be void.

(26) CONDEMNATION

If the premises or any interest therein is taken as a result of the exercise of the right of eminent domain, this Agreement shall terminate as to such portion as may be taken.

(27) NON-WAIVER

Waiver by either party of strict performance of any provision of this Agreement shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

(28) ADHERENCE TO LAW

Lessee shall adhere to all applicable federal, state and local laws, rules, regulations and ordinances, including laws governing its relationship with its employees, including but not limited to, laws, rules, regulations and policies concerning Workers' Compensation, minimum and prevailing wage requirements and occupational safety and health requirements.

(29) TIME OF ESSENCE

It is mutually agreed that time is of the essence in the performance of all covenants and conditions to be kept and performed under the terms of this Agreement.

(30) WARRANTIES/GUARANTEES

Except for those warranties specifically set forth herein, the City makes no warranty, guarantee or averment of any nature whatsoever concerning the physical condition of premises, and it is agreed that the City will not be responsible for any loss, damage or costs which may be incurred by Lessee by reason of any such physical condition.

(31) HEADINGS

The article and section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

(32) CONSENT OF CITY

Whenever consent approval or direction by the City is required under the terms contained herein, all such consent, approval or direction shall be received in writing from the City Manager.

(33) MODIFICATION

Any modification of this Agreement shall be mutually agreed upon and reduced to writing, and to the extent it does not affect a major business term of the Agreement, may be done for the City, by its City Manager.

(34) GOOD FAITH

The terms and conditions set forth in this Agreement are for the benefit of both parties. The parties further agree and understand that time is of the essence. In the performance of the duties and obligations set forth herein, there is an obligation and duty of reasonable diligence and good faith imposed on the parties to fulfill the terms, conditions and covenants in this Agreement.

(35) ATTORNEY FEES

In the event of a dispute between the parties as to the interpretation or applicability of any of the provisions of the Agreement and the parties are unable to resolve the matters through mediation within thirty (30) days of notice of the dispute, and thereafter a suit or action is instituted in connection therewith, the prevailing party shall be entitled to recover in addition to costs and disbursements (including experts fees and all costs associated with discovery), such sum as the court may adjudge reasonable as attorney fees, or in the event of appeal, such fees as may be as allowed by the appellate court. Washington County District Court shall be the venue for an action or suit concerning the terms of this Agreement.

(36) ENTIRE AGREEMENT

It is understood and agreed that this instrument contains the entire Agreement between the parties. It is further understood and agreed by Lessee that the City and its agents have made no representations or promises with respect to this Agreement or the making or entry into this Agreement, except as in this Agreement expressly set forth.

(37) WARRANT OF AUTHORITY

The individuals executing this Agreement warrant that they have full authority to execute this Agreement on behalf of the entity for whom they are acting herein.

IN WITNESS WHEREOF, the respective parties have executed this instrument in duplicate on this, the day and year first hereinabove written, any corporation signature being by authority of its Board of Directors or Council.

CITY: **CITY OF TIGARD**

LESSEE: **LOAVES & FISHES CENTERS, INC.**

By: _____
Craig Dirksen, Mayor

By: _____
Joan Smith, Executive Director

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Agenda Item #

Meeting Date

6-27-06

COUNCIL AGENDA ITEM SUMMARY

City Of Tigard, Oregon

Issue/ Agenda Title MTIP (Metropolitan Transportation Improvement Program) Project Proposals

Prepared By: Duane Roberts Dept Head Okay TC City Mgr Okay CR

ISSUE BEFORE THE COUNCIL AND KEY FACTS

Should Council authorize the submittal of two proposals for Metropolitan Transportation Improvement Program (MTIP) funding.

STAFF RECOMMENDATION

Staff recommends Council approve the resolution authorizing the submittal of two grant applications.

KEY FACTS AND INFORMATION SUMMARY

On June 20, 2006, Council heard a staff presentation on the MTIP grant program and on potentially eligible local projects. MTIP identifies how all federal transportation money is scheduled to be spent in the Portland metropolitan region. This includes some 30 million dollars in flexible funds to finance a wide variety of transportation-related projects and programs. Metro distributes this flexible money to local jurisdictions, public agencies, and special districts based on applications submitted by project sponsors. Metro currently is accepting applications for the 2008-11 MTIP funding cycle. Applications are due June 30, 2006.

Staff is recommending the City submit two Downtown-related projects for MTIP funding:

Redesign of the Transit Center Site. One of the proposed projects is a master plan for a joint redevelopment project with TriMet for the existing Bus Transit Center site. The overall goal would be to upgrade and modernize the existing facility to improve its efficiency and compatibility with a revitalized Town Center area.

Design/Construction of Main Street Improvements. This project would provide engineering drawings and construction funds to retrofit a portion of Main Street in Downtown to full "Green Street" standards.

Earlier, copies of the two applications were forwarded to the Finance Department for financial review and endorsement. Full copies of the two applications are available in the City Recorder's Office.

OTHER ALTERNATIVES CONSIDERED

Not to submit one or both project proposals.

COUNCIL GOALS AND TIGARD BEYOND TOMORROW VISION STATEMENT

The two projects are consistent with 2006 Council goal of Implementing the Downtown Plan and with the Community Character and Quality of Life Visioning goals of upgrading the Central Business District (Goals 1 and 2).

ATTACHMENT LIST

1. A resolution authorizing the submittal to Metro of Metropolitan Transportation Improvement Plan grant proposals for Main Street improvements and Transit Center master planning.

FISCAL NOTES

The grant amounts requested for the Station and Green Streets projects are \$300,000 and \$2.4 million, respectively. In the case of both projects, the required local match shares are 10.3%. To improve each project's chances of being picked for funding, staff is proposing respective over matches of \$100,000 (25.0% of the total project cost) and \$500,000 (17.2% of the total project cost). The funding source in both cases would be Gas Tax dollars. The Metro application process calls for grants to be awarded for federal years 2010 and 2011. No local matching dollars have been allocated as yet.

i/lrpln/council materials/06/6-27-06 MTIP proposals

CITY OF TIGARD, OREGON
TIGARD CITY COUNCIL
RESOLUTION NO. 06-_____

A RESOLUTION AUTHORIZING CITY STAFF TO SUBMIT METROPOLITAN TRANSPORTATION IMPROVEMENT PLAN GRANT PROPOSALS TO METRO FOR MAIN STREET IMPROVEMENTS AND TRANSIT CENTER MASTER PLANNING.

WHEREAS, Metro is accepting applications for the 2008-11 Transportation Priorities Program; and

WHEREAS, the City of Tigard desires to participate in this grant program as a means of providing funding for needed City Center improvements and master planning; and

WHEREAS, the adopted City Center Urban Renewal Plan identifies improvements to Main Street and Commuter Rail Access as Urban Renewal Projects authorized by the Plan; and

WHEREAS, Green Streets Improvements and Transit Center Planning are eligible activities under the Metro funding program; and

WHEREAS, the City has developed grant proposals seeking Metro funds to carry out Green Streets Improvements to Main Street and the master planning of the Tigard Transit Center; and

WHEREAS, the City hereby certifies that the matching shares for these applications will be available should either or both projects be selected for funding.

NOW, THEREFORE, BE IT RESOLVED by the Tigard City Council that:

SECTION 1: The City Manager is authorized to apply for an MTIP grant from Metro for improvements to Main Street and for Tigard Transit Center master planning, as specified above.

SECTION 2: This resolution is effective immediately upon passage.

PASSED: This _____ day of _____ 2006.

Mayor - City of Tigard

ATTEST:

City Recorder - City of Tigard

Agenda Item #

Meeting Date

June 27, 2006

COUNCIL AGENDA ITEM SUMMARY

City Of Tigard, Oregon

Issue/Agenda Title A Resolution Approving Budget Amendment #14 to the FY 2005-06 Budget to Correct Budget Amendment #12, Which Increased Appropriations in the Community Services Program instead of the Policy & Administration Program.

Prepared By: Michelle Wareing Dept Head Okay phs City Mgr Okay CP

ISSUE BEFORE THE COUNCIL AND KEY FACTS

Shall the City Council approve Budget Amendment #14 to FY 2005-06 Budget to Correct Budget Amendment #12, which increased appropriations in the Community Services Program instead of the Policy & Administration Program for the Mayor and Council Division's expenditures?

STAFF RECOMMENDATION

Staff recommends approval of Budget Amendment #14.

KEY FACTS AND INFORMATION SUMMARY

On May 9, 2006, City Council approved Budget Amendment #12, which was intended to increase appropriations in the Mayor and Council Division budget. However, it erroneously stated in the Resolution and Attachment A to the Resolution that the Mayor and Council Division is budgeted in the Community Services Program. This is incorrect as the Mayor and Council Division is actually budgeted in the Policy & Administration Program.

This budget amendment will decrease appropriations in the amount \$8,879 in the Community Services Program and increase appropriations in the Policy & Administration Program. This change does not increase the total operating budget for the General Fund. It only changes the budgeted amounts for each program. This budget amendment is necessary, so that the Mayor and Council Division budget can be increased as was the intent of Budget Amendment #12.

OTHER ALTERNATIVES CONSIDERED

None

COUNCIL GOALS AND TIGARD BEYOND TOMORROW VISION STATEMENT

None

ATTACHMENT LIST

Resolution including Attachment A

FISCAL NOTES

This budget amendment has a net zero impact on the total General Fund operating budget. It only changes which program the appropriation is budgeted within the General Fund.

CITY OF TIGARD, OREGON
TIGARD CITY COUNCIL
RESOLUTION NO. 06-_____

A RESOLUTION APPROVING BUDGET AMENDMENT #14 TO THE FY 2005-06 BUDGET TO CORRECT BUDGET AMENDMENT #12, WHICH INCREASED APPROPRIATIONS IN THE COMMUNITY SERVICES PROGRAM INSTEAD OF THE POLICY & ADMINISTRATION PROGRAM.

WHEREAS, on May 9, 2006, City Council approved Budget Amendment #12, which was intended to increase appropriations in the Mayor and Council Division budget in the amount of \$8,879; and

WHEREAS, Resolution No. 06-26 and its Attachment A erroneously stated that the Mayor and Council Division is budgeted in the Community Services Program; and

WHEREAS, this statement is incorrect as the Mayor and Council Division is actually budgeted in the Policy & Administration Program; and

WHEREAS, it is necessary to correct Budget Amendment #12 and the FY 2005-06 Budget and decrease appropriations in the Community Services Program and increase appropriations in the Policy & Administration Program, so the Mayor and Council Division budget is increased by \$8,879 as was the intent of Budget Amendment #12.

NOW, THEREFORE, BE IT RESOLVED by the Tigard City Council that:

SECTION 1: The FY 2005-06 Budget of the City of Tigard is hereby amended as shown in Attachment A to this resolution to decrease appropriations in the Community Services Program in the amount of \$8,879 and increase appropriations by the same amount in the Policy & Administration Program for the Mayor & Council Division within the General Fund.

SECTION 2: This resolution is effective immediately upon passage.

PASSED: This _____ day of _____ 2006.

Mayor - City of Tigard

ATTEST:

City Recorder - City of Tigard

Attachment A
FY 2005-06
Budget Amendment # 14

FY 2005-06 Revised Budget	Budget Amendment # 14	FY 2005-06 Revised Budget
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General Fund

Resources

Beginning Fund Balance	\$8,671,679		\$8,671,679
Property Taxes	9,582,474		9,582,474
Grants	456,896		456,896
Interagency Revenues	2,459,839		2,459,839
Development Fees & Charges	512,510		512,510
Miscellaneous Fees and Charges	252,360		252,360
Fines and Forfeitures	650,827		650,827
Franchise Fees and Business Tax	3,069,234		3,069,234
Interest Earnings	204,000		204,000
Bond/Note Proceeds	0		0
Other Revenues	25,000		25,000
Transfers In from Other Funds	2,677,233		2,677,233
Total	\$28,562,052	\$0	\$28,562,052

Requirements

Community Service Program	\$12,020,868	(\$8,879)	\$12,011,989
Public Works Program	2,672,342		2,672,342
Development Services Program	2,941,422		2,941,422
Policy & Administration Program	362,241	8,879	371,120
General Government	0		0
Program Expenditures Total	\$17,996,873	\$0	\$17,996,873
Debt Service	\$0		\$0
Capital Improvements	\$0		\$0
Transfers to Other Funds	\$4,507,732		\$4,507,732
Contingency	\$927,211		\$927,211
Total Requirements	\$23,431,815	\$0	\$23,431,815
Ending Fund Balance	\$5,130,237		\$5,130,237
Grand Total	\$28,562,052	\$0	\$28,562,052

Agenda Item #

Meeting Date

June 27, 2006

COUNCIL AGENDA ITEM SUMMARY

City Of Tigard, Oregon

Issue/Agenda Title Intergovernmental Agreement with Oregon Department of Transportation for the Transportation and Growth Management (TGM) Grant to prepare the Highway 99W Corridor Improvement and Management Plan

Prepared By: A.P. Duenas Dept Head Okay TC City Mgr Okay CR

ISSUE BEFORE THE COUNCIL AND KEY FACTS

Should Council approve the Intergovernmental Agreement (IGA) with Oregon Department of Transportation (ODOT) and authorize the City Manager to execute the final documents when they are ready for signature?

STAFF RECOMMENDATION

That Council, by motion, approve the IGA with ODOT and authorize the City Manager to execute the documents when ready.

KEY FACTS AND INFORMATION SUMMARY

The City received a TGM grant from ODOT for preparation of the Highway 99W Corridor Improvement and Management Plan. The TGM funding is contingent upon execution of an agreement with ODOT for the project. The agreement is now being prepared by ODOT and will be sent to the City for review and approval upon completion.

A draft IGA has been sent to the City from ODOT for inclusion in this agenda summary. The draft document is subject to review and may be changed before it is finalized for approval. However, the final document is expected to be similar in form and content to the attached draft IGA. To ensure that the project commences in a timely manner and is not delayed by the approval process, Council is requested to approve the IGA with ODOT and authorize the City Manager to sign the documents when they are ready for signature. Attached are a copy of the draft IGA and the project objectives together with the list of tasks contained in the Statement of Work.

OTHER ALTERNATIVES CONSIDERED

None

COUNCIL GOALS AND TIGARD BEYOND TOMORROW VISION STATEMENT

Major projects to improve state facilities in the City and to provide alternate off-highway connections support the Council goal to *Improve 99W Corridor* and would meet the Tigard Beyond Tomorrow goal of *Improve Traffic Flow*.

ATTACHMENT LIST

1. Draft IGA with ODOT
2. Project Objectives and Task List in the Statement of Work

FISCAL NOTES

The TGM grant amount is \$176,000. The City's matching amount is \$24,000. Funding in the amount of \$125,000 is available in FY 2005-06 for the project. The amount of \$20,000 is available in FY 2006-07. Execution of the agreement was expected to be in FY 2005-06 with the \$20,000 in FY 2006-07 established as matching funds for possible increase in scope of work to include further land use analysis. If the agreement is executed in FY 2006-07, there will be a need to submit a budget amendment to provide the local matching funds needed for both the basic agreement and any additional local matching required for increase in project scope.

INTERGOVERNMENTAL AGREEMENT

City of Tigard, Highway 99W Corridor Improvement and Management Plan

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation ("ODOT" or "Agency"), and City of Tigard ("City" or "Grantee").

RECITALS

1. The Transportation and Growth Management ("TGM") Program is a joint program of ODOT and the Oregon Department of Land Conservation and Development.
2. The TGM Program includes a program of grants for local governments for planning projects. The objective of these projects is to better integrate transportation and land use planning and develop new ways to manage growth in order to achieve compact pedestrian, bicycle, and transit friendly urban development.
3. This TGM Grant (as defined below) is financed with federal Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users ("SAFETEA-LU") funds. Local funds are used as match for SAFETEA-LU funds.
4. By authority granted in ORS 190.110 and 283.110, state agencies may enter into agreements with units of local government or other state agencies to perform any functions and activities that the parties to the agreement or their officers or agents have the duty or authority to perform.
5. City has been awarded a TGM Grant which is conditional upon the execution of this Agreement.
6. The parties desire to enter into this Agreement for their mutual benefit.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION 1. DEFINITIONS

Unless the context requires otherwise, the following terms, when used in this Agreement, shall have the meanings assigned to them below:

A. "Consultant" means the personal services contractor(s) (if any) hired by ODOT to do the tasks indicated in Exhibit A as being the responsibility of such contractor(s).

B. "Consultant's Amount" means the portion of the Grant Amount payable by ODOT to the Consultant for the deliverables described in Exhibit A for which the Consultant is responsible.

C. "Direct Project Costs" means those costs which are directly associated with the Project. These may include the salaries and benefits of personnel assigned to the Project and the cost of supplies, postage, travel, and printing. General administrative costs, capital costs, and overhead are not Direct Project Costs. Any jurisdiction or metropolitan planning organization that has federally approved indirect cost plans may treat such indirect costs as Direct Project Costs.

D. "Federally Eligible Costs" means those costs which are Direct Project Costs of the type listed in Exhibit D incurred by City and Consultant during the term of this Agreement.

E. "Grant Amount" or "Grant" means the total amount of financial assistance (including City's Matching Amount) disbursed under this Agreement, which disbursements consist of the City's Amount and the Consultant's Amount.

F. "City's Amount" means the portion of the Grant Amount payable by ODOT to City for performing the tasks indicated in Exhibit A as being the responsibility of City.

G. "City's Matching Amount" means the amount of matching funds which City is required to expend to fund the Project.

H. "City's Project Manager" means the individual designated by City as its project manager for the Project.

I. "ODOT's Contract Administrator" means the individual designated by ODOT to be its contract administrator for this Agreement.

J. "PSK" means the personal services contract(s) executed between ODOT and the Consultant related to the portion of the Project that is the responsibility of the Consultant.

K. "Project" means the project described in Exhibit A.

L. "Termination Date" has the meaning set forth in Section 2.A below.

M. "Total Project Costs" means the total amount of money required to complete the Project.

N. "Work Product" has the meaning set forth in Section 5.J below.

SECTION 2. TERMS OF AGREEMENT

A. Term. This Agreement becomes effective on the date on which all parties have signed this Agreement and all approvals (if any) required to be obtained by ODOT have been received. Further, ODOT's obligation to make any disbursements under this Agreement is subject to payment of the City's Matching Amount by City to ODOT. This Agreement terminates on June 30, 2007 ("Termination Date").

B. Grant Amount. The Grant Amount which includes City's Matching Amount of \$24,000 shall not exceed \$200,000.

C. City's Amount. The City's Amount shall not exceed \$0.

D. Consultant's Amount. The Consultant's Amount shall not exceed \$200,000.

E. City's Matching Amount. The City's Matching Amount is \$24,000 or 12% of the Total Project Costs. City shall pay ODOT the City's Matching Amount at time of the signing of this Agreement

SECTION 3. DISBURSEMENTS

A. Subject to submission by City of such documentation of costs and progress on the Project (including deliverables) as are satisfactory to ODOT, ODOT shall reimburse City only for Direct Project Costs that it incurs after the execution of this Agreement up to the City's Amount. Generally accepted accounting principles and definitions of ORS 294.311 shall be applied to clearly document verifiable costs that are incurred.

B. City shall present reimbursement requests, progress reports, and deliverables to ODOT's Contract Administrator no less than every other month. City shall submit reimbursement requests for 100% of City's Federally Eligible Costs.

C. ODOT shall make interim payments to City for deliverables identified as being City's responsibility in the approved statement of work set out in Exhibit A within 45 days of satisfactory completion (as determined by ODOT's Contract Administrator) of such deliverables.

D. ODOT reserves the right to withhold payment equal to ten percent (10%) of each disbursement until 45 days after ODOT's Contract Administrator's approval of the completion report described Section 5.L(2), at which time the balance due to City under this Agreement shall be payable.

E. Within 45 days after the latter of the Termination Date of this Agreement or City's compliance with Section 5.L. below, ODOT shall pay to City the balance due under this Agreement.

F. ODOT shall limit reimbursement of travel expenses in accordance with current State of Oregon Accounting Manual, General Travel Rules, effective on the date the expenses are incurred.

SECTION 4. CITY'S REPRESENTATIONS, WARRANTIES, AND CERTIFICATION

A. City represents and warrants to ODOT as follows:

1. It is a City duly organized and existing under the laws of the State of Oregon.
2. It has full legal right and authority to execute and deliver this Agreement and to observe and perform its duties, obligations, covenants and agreements hereunder and to undertake and complete the Project.
3. All official action required to be taken to authorize this Agreement has been taken, adopted and authorized in accordance with applicable state law and the organizational documents of City.
4. This Agreement has been executed and delivered by an authorized officer(s) of City and constitutes the legal, valid and binding obligation of City enforceable against it in accordance with its terms.
5. The authorization, execution and delivery of this Agreement by City, the observation and performance of its duties, obligations, covenants and agreements hereunder, and the undertaking and completion of the Project do not and will not contravene any existing law, rule or regulation or any existing order, injunction, judgment, or decree of any court or governmental or administrative agency, authority or person having jurisdiction over it or its property or violate or breach any provision of any agreement, instrument or indenture by which City or its property is bound.

6. The statement of work attached to this Agreement as Exhibit A has been reviewed and approved by the necessary official(s) of City.

B. As federal funds are involved in this Grant, City, by execution of this Agreement, makes the certifications set forth in Exhibits B and C.

SECTION 5. GENERAL COVENANTS OF CITY

A. City shall be responsible for the portion of the Total Project Costs in excess of the Grant Amount. City shall complete the Project; provided, however, that City shall not be liable for the quality or completion of that part of the Project which Exhibit A describes as the responsibility of the Consultant.

B. City shall, in a good and workmanlike manner, perform the work, and provide the deliverables, for which City is identified in Exhibit A as being responsible.

C. City shall perform such work identified in Exhibit A as City's responsibility as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform such work. City shall also be responsible for providing for employment-related benefits and deductions that are required by law, including, but not limited to, federal and state income tax withholdings, unemployment taxes, workers' compensation coverage, and contributions to any retirement system.

D. All employers, including City, that employ subject workers as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). City shall require and ensure that each of its subcontractors complies with these requirements.

E. City shall be responsible, to the extent permitted by the Oregon Tort Claims Act, ORS 30.260-30.300, only for the acts, omissions or negligence of its own officers, employees or agents.

F. City shall not enter into any subcontracts to accomplish any of the work described in Exhibit A, unless it first obtains written approval from ODOT.

G. City agrees to cooperate with ODOT's Contract Administrator. At the request of ODOT's Contract Administrator, City agrees to:

(1) Meet with the ODOT's Contract Administrator; and

- (2) Form a project steering committee (which shall include ODOT's Contract Administrator) to oversee the Project.

H. City shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, applicable provisions of the Oregon Public Contracting Code. Without limiting the generality of the foregoing, City expressly agrees to comply with: (1) Title VI of Civil Rights Act of 1964; (2) Title V and Section 504 of the Rehabilitation Act of 1973; (3) the Americans with Disabilities Act of 1990 and ORS 659A.142; (4) all regulations and administrative rules established pursuant to the foregoing laws; and (5) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

I. City shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, City shall maintain any other records pertinent to this Agreement in such a manner as to clearly document City's performance. City acknowledges and agrees that ODOT, the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans, and writings of City that are pertinent to this Agreement to perform examinations and audits and make copies, excerpts and transcripts.

City shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

J. (1) All of City's work product related to the Project that results from this Agreement ("Work Product") is the exclusive property of ODOT. ODOT and City intend that such Work Product be deemed "work made for hire" of which ODOT shall be deemed the author. If, for any reason, such Work Product is not deemed "work made for hire", City hereby irrevocably assigns to ODOT all of its rights, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. City shall execute such further documents and instruments as ODOT may reasonably request in order to fully vest such rights in ODOT. City forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

(2) ODOT hereby grants to City a royalty free, non-exclusive license to reproduce any Work Product for distribution upon request to members of the public.

(3) City shall ensure that any work products produced pursuant to this Agreement include the following statement:

“This project is partially funded by a grant from the Transportation and Growth Management (TGM) Program, a joint program of the Oregon Department of Transportation and the Oregon Department of Land Conservation and Development. This TGM grant is financed, in part, by federal Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), local government, and State of Oregon funds.

The contents of this document do not necessarily reflect views or policies of the State of Oregon.”

(4) The Oregon Department of Land Conservation and Development and ODOT may each display appropriate products on its “home page”.

K. Unless otherwise specified in Exhibit A, City shall submit all final products produced in accordance with this Agreement to ODOT’s Contract Administrator in the following form:

- (1) two hard copies; and
- (2) in electronic form using generally available word processing or graphics programs for personal computers via e-mail or on compact diskettes.

L. Within 30 days after the Termination Date, City shall

(1) pay to ODOT City’s Matching Amount less Federally Eligible Costs previously reported as City’s Matching Amount. ODOT may use any funds paid to it under this Section 5.L (1) to substitute for an equal amount of federal SAFETEA-LU funds used for the Project or use such funds as matching funds; and

(2) provide to ODOT’s Contract Administrator, in a format provided by ODOT, a completion report. This completion report shall contain:

- (a) The permanent location of Project records (which may be subject to audit);

- (b) A summary of the Total Project Costs, including a breakdown of those Project costs that are reimbursable hereunder and those costs which are being treated by City as City's Matching Amount;
- (c) A list of final deliverables; and
- (d) City's final disbursement request.

SECTION 6. CONSULTANT

If the Grant provided pursuant to this Agreement includes a Consultant's Amount, ODOT shall enter into a PSK with the Consultant to accomplish the work described in Exhibit A as being the responsibility of the Consultant. In such a case, even though ODOT, rather than City is the party to the PSK with the Consultant, ODOT and City agree that as between themselves:

- A. Selection of the Consultant will be conducted by ODOT in accordance with ODOT procedures with the participation and input of City;
- B. ODOT will review and approve Consultant's work, billings and progress reports after having obtained input from City;
- C. City shall be responsible for prompt communication to ODOT's Contract Administrator of its comments regarding (1) and (2) above; and
- D. City will appoint a Project Manager to:
 - (1) be City's principal contact person for ODOT's Contract Administrator and the Consultant on all matters dealing with the Project;
 - (2) monitor the work of the Consultant and coordinate the work of the Consultant with ODOT's Contract Administrator and City personnel, as necessary;
 - (3) review any deliverables produced by the Consultant and communicate any concerns it may have to ODOT's Contract Administrator; and
 - (4) review disbursement requests and advise ODOT's Contract Administrator regarding payments to Consultant.

SECTION 7. ODOT'S REPRESENTATIONS AND COVENANTS

- A. ODOT certifies that, at the time this Agreement is executed, sufficient funds are authorized and available for expenditure to finance ODOT's portion of this Agreement within the appropriation or limitation of its current biennial budget.
- B. The statement of work attached to this Agreement as Exhibit A has been reviewed and approved by the necessary official(s) of ODOT.
- C. ODOT will assign a Contract Administrator for this Agreement who will be ODOT's principal contact person regarding administration of this Agreement and will participate in the selection of the Consultant, the monitoring of the Consultant's work, and the review and approval of the Consultant's work, billings and progress reports.
- D. If the Grant provided pursuant to this Agreement includes a Consultant's Amount, ODOT shall enter into a PSK with the Consultant to perform the work described in Exhibit A designated as being the responsibility of the Consultant, and in such a case ODOT agrees to pay the Consultant in accordance with the terms of the PSK up to the Consultant's Amount.

SECTION 8. TERMINATION

This Agreement may be terminated by mutual written consent of all parties. ODOT may terminate this Agreement effective upon delivery of written notice to City, or at such later date as may be established by ODOT under, but not limited to, any of the following conditions:

- A. City fails to complete work specified in Exhibit A within the time specified in this Agreement, including any extensions thereof, or fails to perform any of the provisions of this Agreement and does not correct any such failure within 10 days of receipt of written notice or the date specified by ODOT in such written notice.
- B. Consultant fails to complete work specified in Exhibit A within the time specified in this Agreement, including any extensions thereof, and does not correct any such failure within 10 days of receipt of written notice or the date specified by ODOT in such written notice.
- C. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or ODOT is prohibited from paying for such work from the planned funding source.

D. If ODOT fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.

In the case of termination pursuant to A, B, C or D above, ODOT shall have any remedy at law or in equity, including but not limited to termination of any further disbursements hereunder. Any termination of this Agreement shall not prejudice any right or obligations accrued to the parties prior to termination.

SECTION 9. GENERAL PROVISIONS

A. Time is of the essence of this Agreement.

B. Except as otherwise expressly provided in this Agreement, any notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to ODOT or City at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and mailed is in effect five (5) days after the date postmarked. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against ODOT, such facsimile transmission must be confirmed by telephone notice to ODOT's Contract Administrator. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

C. ODOT and City are the only parties to this Agreement and are the only parties entitled to enforce the terms of this Agreement. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons (including but not limited to any Consultant) unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

D. Sections 5(I), 5(K), 5(L) and 9 of this Agreement and any other provision which by its terms is intended to survive termination of this Agreement shall survive.

E. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between ODOT (and/or any other agency or department of the State of Oregon) and City that arise from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit

Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. City, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

F. This Agreement and attached Exhibits (which are by this reference incorporated herein) constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No modification or change of terms of this Agreement shall bind either party unless in writing and signed by all parties and all necessary approvals have been obtained. Budget modifications and adjustments from the work described in Exhibit A must be processed as an amendment(s) to this Agreement and the PSK. No waiver or consent shall be effective unless in writing and signed by the party against whom such waiver or consent is asserted. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of ODOT to enforce any provision of this Agreement shall not constitute a waiver by ODOT of that or any other provision.

On June 18, 2003, the Oregon Transportation Commission ("Commission") approved Delegation Order No. 2, which authorizes the Director of ODOT to approve and execute agreements for day-to-day operations when the work is related to a project included in the Statewide Transportation Improvement Program ("STIP") or a line item in the biennial budget approved by the Commission

On April 12, 2004, the Director approved Subdelegation Order No. 10 in which the Director delegates authority to the Division Administrator, Transportation Development, to approve and execute personal service contracts and agreements over \$75,000 for programs within the Transportation Development Division when the work is related to a project included in the STIP or in other system plans approved by the Commission or in a line item in the legislatively adopted biennial budget.

City

City of Tigard

By: _____
(Official's Signature)

(Printed Name and Title of Official)

Date: _____

ATTORNEY GENERAL'S OFFICE

Approved as to legal sufficiency by the
Attorney General's office.

By: _____
(Official's Signature)

Date: _____

ODOT

STATE OF OREGON, by and through
its Department of Transportation

By: _____
Craig Greenleaf, Deputy Director
Transportation Development Division

Date: _____

Contact Names:

Agustin Duenas
City of Tigard
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Tigard, OR 97223
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Fax: 503-684-7297
E-Mail: gus@tigard-or.gov

Ross Kevlin, Contract Administrator
Transportation and Growth Management Program
123 NW Flanders
Portland, OR 97209-4037
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E-Mail: ross.kevlin@odot.state.or.us

Highway 99W Corridor Improvement and Management Plan Transportation and Growth Management Grant

Statement of Work Project Objectives and Task List

Project Objectives

- Develop concept-level plans for transportation improvements, including roadway cross-sections, changes to channelization and traffic control, and identification of alternative mode facilities on 99W, including crosswalks and transit stops.
- Identify solutions to accommodate regional and local travel demand in the corridor through transportation improvements and access management.
- Explore changes to land use and development design to reduce vehicle trip demand on the corridor and support alternative modes.
- Identify an integrated system of bicycle, pedestrian and transit facilities to serve the corridor, including facilities on cross-streets up to ¼ mile from 99W.
- Explore options for improving local circulation, particularly to reduce local trip demand on 99W.
- Ensure consistency with the Oregon Highway Plan (OHP), the Oregon Highway Design Manual, RTP and the Tigard Transportation System Plan (TSP).
- Ensure the development and selection of alternatives address social, environmental and financial impacts.
- For the area of special concern (99W from Greenberg to Durham) identify approaches for establishing alternative performance standards consistent with the requirements of Section 6.7.7 of RTP.
- Ensure final products are sufficiently detailed for implementation through adoption into RTP, Tigard TSP, and other regulatory documents as appropriate.
- Ensure coordination with stakeholder agencies including City, Metro, Tri-Met and Oregon Department of Transportation.
- Ensure community stakeholders have an opportunity to learn about corridor issues and provide input through an effective public involvement process.

Task List

1. Task 1: Project Management, Interagency Coordination and Public Involvement (ongoing for duration of the project – estimated as 12 months)
2. Task 2: Existing Conditions, Plans and Policies (complete 2 months after Notice to Proceed)
3. Task 3: Identify Needs, Opportunities and Constraints (complete 5 months after Notice to Proceed)
4. Task 4: Alternatives Development (complete 7 months after Notice to Proceed)
5. Task 5: Alternatives Evaluation (complete 10 months after Notice to Proceed)
6. Task 6: Refinement/Implementation (complete 12 months after Notice to Proceed)

Agenda Item #

Meeting Date

June 27, 2006

COUNCIL AGENDA ITEM SUMMARY

City Of Tigard, Oregon

Issue/Agenda Title A Resolution Appointing a Current Planning Commission Member to Serve on the Transportation Financing Strategies Task Force Replacing a former Commission Member.

Prepared By: A.P. Duenas Dept Head Okay TC City Mgr Okay CL

ISSUE BEFORE THE COUNCIL AND KEY FACTS

Should Council approve a resolution appointing Rex Caffall of the Planning Commission to serve on the Transportation Financing Strategies Task Force as a replacement for Marty Anderson, who is no longer on the Commission.

STAFF RECOMMENDATION

That Council pass the attached resolution appointing Rex Caffall of the Planning Commission to the Task Force replacing Marty Anderson, who is no longer on the Commission.

KEY FACTS AND INFORMATION SUMMARY

The Transportation Financing Strategies Task Force, reconstituted by Council Resolution No. 04-52 and amended by Resolution No. 04-85, has been given the mission of exploring funding alternatives for major transportation improvements, construction of sidewalks, and rights-of-way maintenance on collectors and arterials. Exhibit A of Resolution No. 04-85 listed the Task Force members.

Marty Anderson, Planning Commission representative to the Task Force, is no longer on the Commission and can no longer represent the Commission on the Task Force. The attached resolution appoints current Commission member Rex Caffall to replace Marty Anderson on the Task Force. This action is expected to help the Task Force more easily obtain a quorum in future Task Force meetings.

OTHER ALTERNATIVES CONSIDERED

None

COUNCIL GOALS AND TIGARD BEYOND TOMORROW VISION STATEMENT

The development of new funding sources for major street improvements would meet the Tigard Beyond Tomorrow goal of *Identify and Develop Funding Resources*. These funding sources would provide the means for widening of existing collectors and arterials thereby supporting the Council goal of *Improve 99W Corridor* and the Tigard Beyond Tomorrow goals of *Improve Traffic Flow* and *Improve Traffic Safety*.

ATTACHMENT LIST

1. Proposed Resolution appointing Rex Caffall to replace Marty Anderson on the Transportation Financing Strategies Task Force
2. Resolution No. 04-52
3. Resolution No. 04-85 with Exhibit A dated October 26, 2004

FISCAL NOTES

No fiscal impact at this point.

CITY OF TIGARD, OREGON
TIGARD CITY COUNCIL
RESOLUTION NO. 06-_____

A RESOLUTION APPOINTING A CURRENT PLANNING COMMISSION MEMBER TO SERVE ON THE TRANSPORTATION FINANCING STRATEGIES TASK FORCE REPLACING A FORMER COMMISSION MEMBER.

WHEREAS, the Transportation Financing Strategies Task Force was reconstituted by Council Resolution No. 04-52, which was later amended by Resolution No. 04-85; and

WHEREAS, Resolution No. 04-85 appointed Task Force members in Exhibit A (dated October 26, 2004); and

WHEREAS, one of the appointed Task Force members representing the Planning Commission is no longer on the Commission; and

WHEREAS, there is a need to update the Task Force membership to include a current Planning Commission member.

NOW, THEREFORE, BE IT RESOLVED by the Tigard City Council that:

SECTION 1: Rex Caffall is hereby appointed to serve on the Task Force as a Planning Commission representative replacing Marty Anderson, former Commission member.

SECTION 2: The Task Force mission remains unchanged.

SECTION 3: This resolution is effective immediately upon passage.

PASSED: This _____ day of _____ 2006.

Mayor - City of Tigard

ATTEST:

City Recorder - City of Tigard

CITY OF TIGARD, OREGON

RESOLUTION NO. 04-85

A RESOLUTION AMENDING RESOLUTION NO. 04-52, WHICH RECONSTITUTED THE TRANSPORTATION FINANCING STRATEGIES TASK FORCE.

WHEREAS, the Transportation Financing Strategies Task Force was created by City Council Resolution No. 01-06 to explore feasible funding strategies for implementing transportation improvements and to assist in the development and implementation of those strategies; and

WHEREAS, City Council established a Street Maintenance Fee, as recommended by the Task Force, by Ordinance No. 3-10 on November 18, 2003 and approved the rates to be charged by Resolution No. 04-12 on February 24, 2004; and

WHEREAS, on July 13, 2004, the City Council, through Resolution No. 04-52, reconstituted the Task Force to continue with the evaluation of feasible funding sources for major transportation improvements; and

WHEREAS, two additional Task Force members are proposed; and

WHEREAS, City Council finds that the Task Force should also evaluate funding sources for the construction of sidewalks and right-of-way maintenance on collector and arterial streets.

NOW, THEREFORE, BE IT RESOLVED by the Tigard City Council that:

SECTION 1: Resolution No. 04-52, Sections 1, 2 and 5 are amended to read as follows:

Deleted language is shown as a ~~strike through~~ of language; added language shown by an underline of language.

SECTION 1: The Transportation Financing Strategies Task Force is hereby reconstituted to continue with the evaluation of feasible funding sources for major transportation improvements. Its membership shall consist of those individuals listed on the attached revised Exhibit "A." dated October 26, 2004.

SECTION 2: The mission of the Task Force is to:

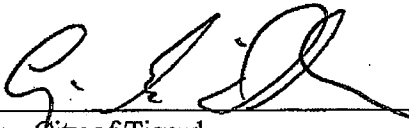
- (1) Explore feasible funding strategies for design and construction of major transportation improvements, as well as for the construction of sidewalks and right-of-way maintenance on collector and arterial streets. and dDevelop recommendations for presentation to City Council; and
- (2) Report to City Council the Task Force findings and recommendations on the funding strategies that should be further pursued together with the public process necessary to develop and implement those strategies; and

- (3) Based on Council direction, spearhead efforts to further develop and implement strategies with the goal of providing funding for key transportation improvements.

SECTION 5: The reconstituted Task Force shall select a chair to preside over the meetings. The Task Force shall operate under Roberts Rules of Order. All meetings shall be noticed and conducted in accordance with the State of Oregon public meetings law. A quorum consisting of at least 5 6 members shall be required for the Task Force to meet. Minutes shall be recorded at every official meeting of the Task Force.

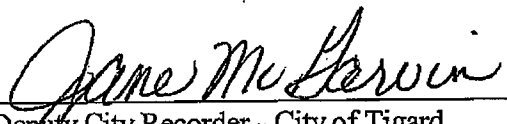
SECTION 2: This resolution is effective immediately upon passage.

PASSED: This 26th day of October 2004.



Mayor - City of Tigard

ATTEST:



Deputy City Recorder - City of Tigard

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EXHIBIT A
Revised

**RECONSTITUTED TRANSPORTATION FINANCING
STRATEGIES TASK FORCE MEMBERSHIP**

Revised October 26, 2004

Beverly Froude

Paul Owen

Cam Gilmour

Nick Wilson (Council President)

Joe Schweitz

Gretchen Buehner (Planning Commission Representative)

Oregon Grocery Association
Joe Gilliam (Primary)
Dan Floyd (Alternate)

Basil Christopher

Steve Clark

Ralph G. Hughes (Chamber of Commerce Representative)

Marty Anderson (Planning Commission Representative)

CITY OF TIGARD, OREGON

RESOLUTION NO. 04-52

A RESOLUTION TO RECONSTITUTE THE TRANSPORTATION FINANCING STRATEGIES TASK FORCE TO EXPLORE FEASIBLE FUNDING STRATEGIES FOR MAJOR TRANSPORTATION IMPROVEMENTS, PRESENT FINDINGS, PROVIDE RECOMMENDATIONS TO CITY COUNCIL ON THOSE STRATEGIES THAT SHOULD BE FURTHER PURSUED, AND ASSIST IN THE DEVELOPMENT AND IMPLEMENTATION OF THOSE STRATEGIES.

WHEREAS, the Transportation Financing Strategies Task Force was created by City Council Resolution No. 01-06 to explore feasible funding strategies for implementing transportation improvements and to assist in the development and implementation of those strategies; and

WHEREAS, the Task Force began meeting in April 2001 and subsequently recommended implementation of a Street Maintenance Fee to address street maintenance needs in the City; and

WHEREAS, City Council established the Street Maintenance Fee by Ordinance No. 3-10 on November 18, 2003 and approved the rates to be charged by Resolution No. 04-12 on February 24, 2004; and

WHEREAS, the Tigard Transportation System Plan adopted in 2002 identified a wide variety of transportation-related projects that need to be completed to address the current and future transportation demands; and

WHEREAS, the Task Force must continue with the task of evaluating new funding sources to design and construct some of these critically needed projects; and

WHEREAS, some members of the Task Force will no longer be able to continue with that work; and

WHEREAS, additional members will need to be added to the Task Force to provide increased representation from the business community; and

WHEREAS, the mission for the reconstituted task force conforms to the Tigard Beyond Tomorrow Transportation and Traffic goal and strategy of examining current and possible new sources of funding for major transportation improvements.

NOW, THEREFORE, BE IT RESOLVED by the Tigard City Council that:

SECTION 1: The Transportation Financing Strategies Task Force is hereby reconstituted to continue with the evaluation of feasible funding sources for major transportation improvements. Its membership shall consist of those individuals listed on the attached Exhibit "A."

SECTION 2: The mission of the Task Force is to:

- (1) Explore feasible funding strategies for design and construction of major transportation improvements and develop recommendations for presentation to City Council; and
- (2) Report to City Council the Task Force findings and recommendations on the funding strategies that should be further pursued together with the public process necessary to develop and implement those strategies; and
- (3) Based on Council direction, spearhead efforts to further develop and implement strategies with the goal of providing funding for key transportation improvements.

SECTION 3: The Task Force shall provide progress reports to City Council every quarter.

SECTION 4: The City Engineer shall be assigned as staff liaison to the Task Force. Other City staff shall be used to support the Task Force activities as deemed necessary throughout the entire process.

SECTION 5: The reconstituted Task Force shall select a chair to preside over the meetings. The Task Force shall operate under Roberts Rules of Order. All meetings shall be noticed and conducted in accordance with the State of Oregon public meetings law. A quorum consisting of at least 5 members shall be required for the Task Force to meet. Minutes shall be recorded at every official meeting of the Task Force.

SECTION 6: The need for continuation of the Task Force shall be evaluated one year after reconstitution. The Task Force mission shall be deemed accomplished after City Council is satisfied that the mission of the Task Force has been accomplished. Task Force deactivation or reconstitution shall be by resolution at that time.

SECTION 7: This resolution is effective immediately upon passage.

PASSED: This 13th day of July 2004.



Mayor - City of Tigard

ATTEST:



City Recorder - City of Tigard

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EXHIBIT A

RECONSTITUTED TRANSPORTATION FINANCING STRATEGIES TASK FORCE MEMBERSHIP

Effective July 13, 2004

Beverly Froude

Paul Owen

Cam Gilmour

Nick Wilson (Council President)

Joe Schweitz

Gretchen Buehner (Planning Commission Representative)

Oregon Grocery Association

Joe Gilliam (Primary)

Dan Floyd (Alternate)

Basil Christopher

Steve Clark

AGENDA ITEM # _____
FOR AGENDA OF June 27, 2006

CITY OF TIGARD, OREGON
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE Appoint Scott Libert and Karen Levear to the Library Board

PREPARED BY: Margaret Barnes DEPT HEAD OK  CITY MGR OK 

ISSUE BEFORE THE COUNCIL

Appoint Library Board members

STAFF RECOMMENDATION

Act on the Mayor's Appointments Advisory Committee's recommended appointments to the Library Board.

INFORMATION SUMMARY

Scott Libert is to be appointed to the Library Board for a four-year term beginning July 1, 2006 and expiring June 30, 2010 and Karen Levear is to be appointed to the Library Board for a two-year term as the alternate beginning July 1, 2006 and expiring June 30, 2008.

OTHER ALTERNATIVES CONSIDERED

Postpone appointments

VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

Goal: City will maximize the effectiveness of the volunteer spirit to accomplish the greatest good for our community.

ATTACHMENT LIST

Resolution
Biographical information on the appointees

CITY OF TIGARD, OREGON

RESOLUTION NO. 06-_____

A RESOLUTION MAKING THE FOLLOWING APPOINTMENTS TO THE LIBRARY BOARD:
SCOTT LIBERT TO A FOUR-YEAR TERM AND KAREN LEVEAR AS THE ALTERNATE FOR A
TWO-YEAR TERM.

WHEREAS, Scott Libert and Karen Levear expressed interest in serving on the Tigard Library Board and
were interviewed by the Mayor's Appointments Advisory Committee on June 5, 2006.

NOW, THEREFORE, BE IT RESOLVED by the Tigard City Council that:

SECTION 1: Scott Libert is appointed to the Library Board for a term that begins July 1, 2006 and
expires June 30, 2010.

SECTION 2: Karen Levear is appointed to the Library Board for a term that begins July 1, 2006 and
expires June 30, 2008.

SECTION 3: This resolution is effective immediately upon passage.

PASSED: This _____ day of _____ 2006.

Mayor - City of Tigard

ATTEST:

City Recorder - City of Tigard

Biographical information on Library board appointees:

Scott Libert has lived in Tigard 13 years and previously lived in Mililani, Oahu, Hawaii. As a systems software architect for 8 years with 20 years of experience as a software engineer, Mr. Libert has a Bachelor of Music from the University of Hawaii at Manoa. Mr. Libert has volunteered for several sports organizations such as a coach for indoor soccer, south side soccer, asst. coach for basketball with the Tigard Basketball Assn, and a coach for Lego Robotics. Mr. Libert noted that he has become inspired by the activity and energy surrounding the Tigard Library and would like to be a part of its continued growth.

Karen Levear is a long-time resident of Tigard; 15 years. She previously was a resident of the Aloha area. Ms. Levear has a B.S. in Business from Oregon State and an MBA from Portland State University. Currently on sabbatical, prior position held was chief financial officer for a financial institution. She was a Tigard Library volunteer; team manager/coach for Destination Imagination; One More Time Around Again Marching Band and school volunteer. She writes, "I love libraries!"

Agenda Item #

Meeting Date

June 27, 2006

COUNCIL AGENDA ITEM SUMMARY

City Of Tigard, Oregon

Issue/Agenda Title Award of Contracts for Right-of-Way Services on an As-Required Basis

Prepared By: G. Berry ^{GB} Dept Head Okay: Tom Coffee ^{TC} City Mgr Okay: Craig Prosser ^{CP}

ISSUE BEFORE THE COUNCIL AND KEY FACTS

Shall the Local Contract Review Board approve two contract awards for property and right-of-way acquisition services on an as-required basis?

STAFF RECOMMENDATION

That the Local Contract Review Board approve, by motion, the contract awards to the following property and right-of-way acquisition services firms:

- **Hanna, McEldowney & Associates**
- **Right-of-Way Associates, Inc.**

The firms will provide property and right-of-way acquisition services for the improvement of public streets, sewers and other City and public facilities on an as-needed basis.

Staff also requests that the City Manager be authorized to execute project-specific contracts with the firms up to and including \$50,000. Contract amounts exceeding \$50,000 will be submitted for contract award by the Local Contract Review Board prior to commencement of work.

KEY FACTS AND INFORMATION SUMMARY

- City construction projects frequently require the acquisition of various interests in real property. Typical needs include purchasing additional right-of-way for street improvements. Currently proposed street improvement projects requiring additional right-of-way include:
 - Burnham Street
 - Intersection of Dartmouth Street and 72nd Avenue
 - Ash Street
 - Hall Boulevard right-turn laneIn addition, easements to extend sewers across private property are sometimes needed. Currently proposed sewer projects requiring easements include storm and sanitary sewers for SW 79th Avenue and several of the remaining Citywide Sewer Extension Program projects.
- Nearly all acquisitions require an appraisal of the value of the property to be acquired. The selected firms will provide appraisals conforming to specific standards required for eminent domain proceedings. Once the appraisal is completed, a negotiated agreement with the owner is attempted. This is typically accomplished by

the acquisition firm as well, although it is sometimes found to be expedient to assign the negotiation to City staff.

- In the past, acquisition firms have been hired for individual projects through a competitive proposal process. This has proven to be cumbersome, time consuming and expensive. The proposed as-required contracts will enable the selected firms to begin work on projects without the delay and expense of a separate selection process for each project. On March 21, 2006, four firms submitted their proposals in response to a February 21, 2006 Request for Proposals to provide acquisition services. Each proposal was separately evaluated by four Engineering staff members. The two highest-rated firms (Hanna, McEldowney Associates and Right-of-Way Associates, Inc.) were invited to meet with the selection committee and further elaborate on their proposals.
- Based on the evaluation of the firms' proposals and presentations, staff has determined that both firms have the capabilities, staffing, experience and compensation requirements sufficient to perform the required services. Staff recommends award of contracts to both firms.
- The contracts will be for an initial term of two years after Local Contract Review Board approval and may be renewed for two additional one-year terms. Projects assigned to the firms will be on an as-needed basis. Once a project is assigned to a firm, the firm will prepare and submit a cost proposal to the City for review and approval. To further streamline the process and expedite project implementation, staff recommends that the City Manager be authorized to execute project-specific contracts up to and including \$50,000. Contracts exceeding \$50,000 will be submitted for contract award by the Local Contract Review Board prior to commencement of work.

OTHER ALTERNATIVES CONSIDERED

Reject all proposals and prepare a Request for Proposal for each project.

COUNCIL GOALS AND TIGARD BEYOND TOMORROW VISION STATEMENT

The proposed contracts will facilitate the completion of street projects meeting the Tigard Beyond Tomorrow Transportation and Traffic Goals of "Improve Traffic Safety" and "Improve Traffic Flow" and sewer projects meeting the Tigard Beyond Tomorrow Growth and Growth Management goal of "Growth will be managed to protect the character and livability of established areas, protect the natural environment and provide open space throughout the community."

ATTACHMENT LIST

None.

FISCAL NOTES

Award of the contracts will not require funding until projects are assigned to the selected firms. Funding for assigned projects will be through the respective project budgets.

Agenda Item #
Meeting Date

June 27, 2006

COUNCIL AGENDA ITEM SUMMARY
City Of Tigard, Oregon

Issue/ Agenda Title Community Attitudes Survey- Results Summary

Prepared By: Beth St. Amand Dept Head Okay TC City Mgr Okay cl

ISSUE BEFORE THE COUNCIL AND KEY FACTS

Receive a results summary of the Community Attitudes Survey conducted from May 22-June 2.

STAFF RECOMMENDATION

Receive the results summary and comment.

KEY FACTS AND INFORMATION SUMMARY

- At the April 4, 2006, Special Council meeting, the Council discussed the survey content with Riley Research.
- The survey was conducted via telephone from May 22-June 2.
- At the June 27, 2006, Council study session, Riley Research presented the survey results for Council's discussion. Staff will formally summarize the results tonight for the television audience.
- The survey establishes a baseline for future surveys to be conducted every two years. The surveys will have two parts: The first section measures residents' satisfaction with current City services, and the second section will provide community opinions on a current topic or project. This survey focused on community planning for the Comprehensive Plan Update.
- The Comprehensive Plan Update will be based upon community values identified through this survey, along with recent City surveys and Tigard Beyond Tomorrow.
- In summary, the survey shows that Tigard's citizens are generally satisfied with living in Tigard and with its services. Their major concerns are traffic and planning for the future to maintain or improve livability.

OTHER ALTERNATIVES CONSIDERED

Not applicable.

COUNCIL GOALS AND TIGARD BEYOND TOMORROW VISION STATEMENT

Council Goals

- Improve Communication and Relationship with Citizens: Conduct a city-wide scientific survey/report card on City services

- Revise City of Tigard Comprehensive Plan

Tigard Beyond Tomorrow: Communication

1: The City will maximize accessibility in a variety of formats, providing opportunities for input on community issues and effective two-way communication.

ATTACHMENT LIST

Attachment 1: Community Baseline Survey – 2006 – from Riley Research Associates

Attachment 2: Community Baseline Survey – 2006 – Verbatim Appendix

FISCAL NOTES

The survey already has been funded.

I:\LRPLN\Council Materials\2006\6 27 06 RILEY SURVEY AIS.doc



RILEY RESEARCH ASSOCIATES

Research for Marketing, Public Relations, and Planning

June 16, 2006

TO: Tom Coffee, Beth St. Amand
CITY OF TIGARD

FROM: John L. Campbell / Michael J. Riley
RILEY RESEARCH ASSOCIATES

RE: COMMUNITY BASELINE SURVEY 2006

www.rileyresearch.com

9900 S.W. Wilshire, Suite 250, Portland, OR 97225

phone [503] 222-4179 fax [503] 222-4313

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INTRODUCTION.....	3
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RESULTS.....	4

APPENDIX: Questionnaire

EXECUTIVE OVERVIEW

Satisfaction

- ☒ Satisfaction with Tigard as a place to live is relatively high with a vast majority of the residents (79%) giving a rating of 7 or higher. The overall mean rating given was 7.8 on a ten-point scale. (Q1)
- ☒ With ratings of 5 or 6 considered neutral, most of the City's services were rated on the positive side.
- ☒ The library received the highest mean satisfaction ratings of the different topics listed (8.9 for both the overall perception of the library and personal experience with the library). (Q6-17)
- ☒ The overall perception of City Police (7.9), personal experience with City parks (7.9), personal experience with City Police (7.8), and overall perception of City parks (7.8) all followed the library by about one point. (Q6-17)

Satisfaction Ratings	Mean	No interaction
Overall perception of the library	8.9	17%
Personal experience with the library	8.9	22
Overall perception of City Police	7.9	14
Personal experience with City parks	7.9	16
Personal experience with City Police	7.8	41
Overall perception of City parks	7.8	13
Interaction with City staff	7.6	48
City water and sewer services	7.5	13
The Permit Center	6.6	71
Recreation and leisure activities	6.6	29
Street maintenance	6.4	2
In regards to traffic, the ability to get around the City	5.3	1

- ☒ In regards to planning, a majority of residents (60%) gave a rating of between 5 and 8 on a ten-point scale with a mean rating of 6.1. (Q18)

Perceptions

- ☒ A majority of residents mentioned location (61%) as what they like most about living in Tigard, consisting of 49% mentioning the location or accessibility and 18% mentioning the small or rural feel of the area. (Q2)
- ☒ Roughly one in two of the residents (45%) mentioned traffic as what they like least about living in Tigard. (Q3)
- ☒ The area's traffic and congestion problems were mentioned as the most important issues as Tigard plans for the next 20 years. (Q19)
- ☒ About one in two residents (46%) believe the City of Tigard has stayed about the same over the past few years; another one in four (23%) think Tigard has gotten better, while another one in four (23%) think it's gotten worse. (Q4)

EXECUTIVE OVERVIEW (CONTINUED)

- ☒ Roughly one in three residents (33%) believe Tigard will become a better place to live in the future, but nearly an equal percentage (34%) believe it will become worse. Just over one in four (27%) think Tigard will remain the same. (Q5)

Preferences

- ☒ Protection of trees and natural resource areas (8.4) as well as the level of neighborhood traffic (8.2) are viewed as the most important of the livability characteristics listed. (Q20-29)

Livability Characteristics	Mean Importance Score
Protection of trees and natural resource areas.	8.4
The level of neighborhood traffic.	8.2
Maintaining existing lot sizes within established neighborhoods.	7.8
Pedestrian and bike paths.	7.7
Compatibility between existing and new development.	7.6
Bus service.	7.4
Strengthening regulations to improve the appearance of the community.	7.4
Neighborhood parks within a half-mile of home.	7.2
Variety of housing types (like single-family, townhouses, and apartments).	7.0
Neighborhood commercial services within a 5-minute walk from your house.	6.1

- ☒ Residents are divided, with equal percentages of residents thinking growth should be accommodated (43%) or limited (43%). Only a small percentage thinks growth should be promoted (10%). (Q30)
- ☒ The most frequently mentioned sources for local government information were the Oregonian (44%), the Tigard Times (29%), the Cityscape Newsletter (29%), and television news (22%). (Q36)

INTRODUCTION

The city of Tigard asked Riley Research Associates to conduct a baseline survey among residents. This survey will set the foundation on current perceptions and a template for subsequent benchmark studies on a two to three year basis. The key subjects of the study included insights into:

- Satisfaction with City services
- Importance of various City characteristics
- Perceptions of the City's livability
- Residents preferred information sources

METHODOLOGY

Riley Research Associates worked in association with the city of Tigard to create the questionnaire. The scientific telephone survey was conducted among residents of the city of Tigard. If residents were unsure if they live inside the city limits, cross streets were asked for and checked to ensure they lived inside the city limits.

A total of 400 questionnaires were completed. This size sample yields a margin of error of +/-4.9% at a 95% confidence level. Fielding began on May 22nd with pretests, then officially commenced on May 23rd, and concluded on June 5th, 2006. The calls were made between the hours of 5 p.m. and 9 p.m. using a RDD (random digit dial) call list provided by an independent broker that was specified by zip code.

The results are displayed in a question-by-question format. A copy of the questionnaire can be found in the Appendix. Cross tabulations with demographic breakouts and verbatim responses are included as separate documents.

RESULTS

Q1. How satisfied are you with the City of Tigard as a place to live, on a ten-point scale where one means "very dissatisfied" and ten means "very satisfied"?

Satisfaction with Tigard as a place to live is relatively high with a majority of the residents (79%) giving a rating of 7 or higher. The overall mean rating given was 7.8 on a ten-point scale.

The following groups gave significantly higher mean ratings than their counterparts:

- ✓ Those without children at home (7.9 vs. 7.5 those with children at home)
- ✓ Residents who have not attended city meetings (7.8 vs. 7.3 those who have attended)

	<u>Total</u>
Total Participants	400
1 - Very dissatisfied	1%
2	0
3	0
4	2
5	8
6	8
7	14
8	30
9	18
10 - Very satisfied	17
Don't know	1
Mean	7.8

Q2. What do you like most about living in Tigard?

A majority of residents mentioned location (61%) as what they like most about living in Tigard, which consisted of 49% mentioning the location or accessibility and 18% mentioning the small or rural feel.

Just over one-quarter (29%) mentioned Tigard's atmosphere, which included 20% mentioning the nice or quiet community, 6% mentioning the safety or low crime rate, and 6% mentioning the trees and green spaces.

Three groups are more likely than their counterparts to mention "location" as what they like most about Tigard:

- ✓ Residents age 40 to 49 (70% vs. 53% to 64% other age ranges)
- ✓ Residents who have not attended meetings (62% vs. 53% those who have)
- ✓ Newcomers to Tigard (69% residents of 3 years or less vs. 57% to 62% other lengths of residency)

	<u>Total</u>
Total Participants	400
<u>Location</u>	61%
Location/Accessibility	49
Small/Rural feel	18
<u>Atmosphere</u>	29
Nice/quiet community	20
Safety/Low Crime	6
Trees/Green space	6
<u>Amenities</u>	10
Schools	7
Parks	3
Library	3
<u>Don't know / Other</u>	15
Miscellaneous	5
Don't know / Na	9

Q3. What do you like least about living in Tigard?

Slightly less than half of the residents (45%) mentioned traffic as what they like least about living in Tigard. Other various topics were mentioned in small percentages, they include: growth (7%), the City Council or City Government (4%), the crime rate (3%), and the lack of parks (3%).

A number of residents mentioned there is nothing they like least about living in Tigard (12%)

The following groups are more likely than their counterparts to mention traffic:

- ✓ Those who have voted in at least one of the last two elections (47% vs. 40% those who haven't)
- ✓ Homeowners (47% vs. 41% renters)
- ✓ Residents who live closest to Templeton Elementary (59% vs. 30% to 53% other schools)

	<u>Total</u>
Total Participants	400
Traffic	45%
Nothing I like least	12
Growth	7
City Council / Gov't	4
Crime rate	3
Lack of parks	3
The Police	2
Taxes	2
Run down areas of town	2
Downtown area	2
High home prices	1
The rain	1
Lack of rec services	1
Miscellaneous	12
Don't know / Na	10

Q4. As a place to live, would you say that in the past few years, the City of Tigard has become better, worse, or has stayed about the same?

Just under half of the residents (46%) believe the City of Tigard has stayed the same as a place to live over the past few years. Another quarter (23%) think Tigard has gotten better and another quarter (23%) thinks it's gotten worse.

An interesting results was found when look across the demographic groups. Those age 18 to 29 and those 60 years or older appear to be more optimistic about the current status of Tigard as a place to live (31% and 32% respectively report Tigard has become "better" as a place to live vs. 16% to 27%¹ of the other age groups).

	<u>Total</u>
Total Participants	400
Better	23%
Worse	23
Stayed the same	46
Don't know	8

Q5. Looking 5 years into the future, do you believe the livability of Tigard will become better, worse, or will it stay about the same?

Roughly one-third of the residents (33%) believe Tigard will become better as a place to live in the future. A nearly equal percentage (34%) believes it will become worse as a place to live. Just over one-quarter (27%) thinks Tigard will remain the same.

Similar to the previous question, those age 18 to 29 and 60 years or older appear to be more optimistic about Tigard's future as a place to live (43% and 41% respectively think Tigard will become a better place to live vs. 25% to 35% of other age ranges).

	<u>Total</u>
Total Participants	400
Better	33%
Worse	34
Stayed the same	27
Don't know	7

¹ While there is not a statistically significant difference in the groups the finding in telling, nonetheless.

Q6-17. Moving on, I'd like to ask you to rate your satisfaction with the following City services on a ten-point scale, where one means "very dissatisfied" and ten means "very satisfied." If you've never visited or had interaction with the service, just let me know.

The library received the highest mean ratings of the different topics listed (8.9 for both the overall perception of the library and personal experience with the library). The overall perception of City Police (7.9), personal experience with City parks (7.9), personal experience with City Police (7.8), and overall perception of City parks (7.8) all followed the library by about one point.

The ability to get around the city, in regards to traffic, received the lowest score of the bunch with a 5.3 out of 10.

	Mean Satisfaction Score	No interaction
Overall perception of the library	8.9	17%
Personal experience with the library	8.9	22
Overall perception of City Police	7.9	14
Personal experience with City parks	7.9	16
Personal experience with City Police	7.8	41
Overall perception of City parks	7.8	13
Interaction with City staff	7.6	48
City water and sewer services	7.5	13
The Permit Center	6.6	71
Recreation and leisure activities	6.6	29
Street maintenance	6.4	2
In regards to traffic, the ability to get around the City	5.3	1

Q6-17. Moving on, I'd like to ask you to rate your satisfaction with the following City services on a ten-point scale, where one means "very dissatisfied" and ten means "very satisfied." If you've never visited or had interaction with the service, just let me know. (Continued)

The Permit Center that provides building permits and zoning information

While a majority of residents (71%) have had no interaction with the Permit Center, of those who have, the following groups gave significantly higher mean ratings than their counterparts:

- ✓ Females (7.0 vs. 6.2 Males)
- ✓ Those who haven't attended city meeting (7.0 vs. 5.5 those who have attended)
- ✓ Non-voters (7.4 vs. 6.5 voters)
- ✓ Home renters (7.6 vs. 6.5 homeowners)
- ✓ Newcomers to Tigard (7.9 3 years or less residency vs. 6.2 to 6.7 other lengths)

	<u>Total</u>
Total Participants	400
1 - Very dissatisfied	3%
2	1
3	1
4	1
5	5
6	2
7	4
8	4
9	3
10 - Very satisfied	5
No interaction	71
Don't know	2
Mean	6.6

Q6-17. Moving on, I'd like to ask you to rate your satisfaction with the following City services on a ten-point scale, where one means "very dissatisfied" and ten means "very satisfied." If you've never visited or had interaction with the service, just let me know. (Continued)

Your overall perception of the City Police.

A majority of residents (59%) gave the overall perception of the City Police a rating of 8 or higher on a 10-point scale. The mean rating given was 7.9.

While on the whole the ratings were relatively consistent across the demographic groups, a few groups gave significantly higher mean scores than their counterparts:

- ✓ Voters (8.0 vs. 7.6 non-voters)
- ✓ Home renters (8.3 vs. 7.7 homeowners)

	<u>Total</u>
Total Participants	400
1 - Very dissatisfied	2%
2	1
3	2
4	1
5	5
6	7
7	9
8	23
9	12
10 - Very satisfied	24
No interaction	14
Don't know	1
Mean	7.9

Q6-17. Moving on, I'd like to ask you to rate your satisfaction with the following City services on a ten-point scale, where one means "very dissatisfied" and ten means "very satisfied." If you've never visited or had interaction with the service, just let me know. (Continued)

Your personal experience with the City Police.

Roughly one in five residents (41%) have not had personal experience with City Police. Of those that have had interaction, a mean rating of 7.8 out of 10 was given.

Two demographic groups gave significantly higher mean ratings than their counterparts, they were:

- ✓ Voters (8.0 vs. 7.4 Non-voters)
- ✓ Home renters (8.2 vs. 7.7 homeowners)

	<u>Total</u>
Total Participants	400
1 - Very dissatisfied	2%
2	1
3	3
4	2
5	1
6	3
7	5
8	15
9	10
10 - Very satisfied	17
No interaction	41
Don't know	1
Mean	7.8

Q6-17. Moving on, I'd like to ask you to rate your satisfaction with the following City services on a ten-point scale, where one means "very dissatisfied" and ten means "very satisfied." If you've never visited or had interaction with the service, just let me know. (Continued)

Your overall perception of the library.

Just over two in five residents (43%) rated their perception of the library a ten out of ten. The mean rating given by residents was an 8.9.

The following groups are more likely than their counterparts to give a rating of ten:

- ✓ Females (48% vs. 37% Males)
- ✓ Residents age 60 or older (61% vs. 35% to 48% other age groups)
- ✓ City meeting attendees (51% vs. 42% non-attendees)
- ✓ Renters (48% vs. 41% homeowners)

	<u>Total</u>
Total Participants	400
1 - Very dissatisfied	0%
2	0
4	1
5	3
6	1
7	4
8	13
9	15
10 - Very satisfied	43
No interaction	17
Don't know	2
Mean	8.9

Q6-17. Moving on, I'd like to ask you to rate your satisfaction with the following City services on a ten-point scale, where one means "very dissatisfied" and ten means "very satisfied." If you've never visited or had interaction with the service, just let me know. (Continued)

Your personal experience with the library.

Roughly one-fifth (39%) rated their personal experience with the library a "ten." The overall mean rating of 8.9 was given.

The following groups were more likely to rate their personal experience a ten compared to their counterparts:

- ✓ Females (43% vs. 34% Males)
- ✓ Residents age 18 to 29 (52%) and 60 plus (52% vs. 26% to 40% other age groups)

	<u>Total</u>
Total Participants	400
1 - Very dissatisfied	0%
2	0
3	1
4	1
5	4
6	1
7	4
8	12
9	15
10 - Very satisfied	39
No interaction	22
Don't know	2
Mean	8.9

Q6-17. Moving on, I'd like to ask you to rate your satisfaction with the following City services on a ten-point scale, where one means "very dissatisfied" and ten means "very satisfied." If you've never visited or had interaction with the service, just let me know. (Continued)

Your overall perception of City parks.

A majority of residents gave a rating of eight or better for their overall perception of City parks. Residents gave an overall mean rating of 7.8 out of 10.

The following groups gave significantly higher mean ratings than others in their groups:

- ✓ City meeting non-attendees (7.9 vs. 7.3 attendees)
- ✓ Non-voters (8.2 vs. 7.7 voters)
- ✓ Renters (8.4 vs. 7.7 homeowners)

	<u>Total</u>
Total Participants	400
1 - Very dissatisfied	1%
2	1
3	2
4	2
5	6
6	7
7	11
8	23
9	12
10 - Very satisfied	22
No interaction	13
Don't know	2
Mean	7.8

Q6-17. Moving on, I'd like to ask you to rate your satisfaction with the following City services on a ten-point scale, where one means "very dissatisfied" and ten means "very satisfied." If you've never visited or had interaction with the service, just let me know. (Continued)

Your personal experience with City parks.

Just over half the residents (55%) rated their personal experience with City parks an eight or higher on a ten point scale. The mean rating given as a whole was 7.9.

The following groups gave significantly higher mean ratings:

- ✓ Residents age 18 to 29 (8.3) and 60 plus (8.4 vs. 7.8 to 7.8 other ages groups)
- ✓ Renters (8.5 vs. 7.8 homeowners)

	<u>Total</u>
Total Participants	400
1 - Very dissatisfied	1%
2	1
3	1
4	3
5	7
6	6
7	10
8	20
9	13
10 - Very satisfied	22
No interaction	16
Don't know	1
Mean	7.9

Q6-17. Moving on, I'd like to ask you to rate your satisfaction with the following City services on a ten-point scale, where one means "very dissatisfied" and ten means "very satisfied." If you've never visited or had interaction with the service, just let me know. (Continued)

Recreation and leisure activities.

Interestingly, just over one-quarter of the residents say they have had no interaction with recreation or leisure activities in Tigard.

Multiple groups gave significantly higher mean ratings for recreation and leisure activities, they are:

- ✓ Those without children at home (6.9 vs. 6.2 with children)
- ✓ City meeting non-attendees (6.9 vs. 5.3 attendees)
- ✓ Non-voters (7.0 vs. 6.6 voters)
- ✓ Renters (7.3 vs. 6.5% homeowners)

	<u>Total</u>
Total Participants	400
1 - Very dissatisfied	3%
2	3
3	2
4	6
5	12
6	4
7	8
8	11
9	5
10 - Very satisfied	13
No interaction	29
Don't know	6
Mean	6.6

Q6-17. Moving on, I'd like to ask you to rate your satisfaction with the following City services on a ten-point scale, where one means "very dissatisfied" and ten means "very satisfied." If you've never visited or had interaction with the service, just let me know. (Continued)

Street maintenance.

A majority of residents (63%) gave street maintenance a rating of between five and eight out of ten. The overall mean rating given was a 6.4.

The ratings were relatively consistent across the demographic groups. Only City meeting non-attendees gave a significantly higher score than attendees (6.6 vs. 5.7, respectively).

	<u>Total</u>
Total Participants	400
1 - Very dissatisfied	5%
2	1
3	6
4	6
5	15
6	12
7	17
8	19
9	8
10 - Very satisfied	9
No interaction	2
Don't know	1
Mean	6.4

Q6-17. Moving on, I'd like to ask you to rate your satisfaction with the following City services on a ten-point scale, where one means "very dissatisfied" and ten means "very satisfied." If you've never visited or had interaction with the service, just let me know. (Continued)

Your interaction with City staff.

Slightly less than half the resident have had no interaction with City staff. Of those who have a mean rating of 7.6 out of 10 was given.

Two groups gave significantly higher mean ratings than their counterparts:

- ✓ City meeting non-attendees (7.7 vs. 7.1 attendees)
- ✓ Voters (7.6 vs. 7.2 Non-voters)

	<u>Total</u>
Total Participants	400
1 - Very dissatisfied	1%
2	1
3	1
4	1
5	5
6	2
7	10
8	14
9	8
10 - Very satisfied	9
No interaction	48
Don't know	2
Mean	7.6

Q6-17. Moving on, I'd like to ask you to rate your satisfaction with the following City services on a ten-point scale, where one means "very dissatisfied" and ten means "very satisfied." If you've never visited or had interaction with the service, just let me know. (Continued)

City water and sewer services.

Roughly half of the residents (51%) gave City water and sewer services a rating of eight or better. The mean rating given was a 7.5 out of 10.

Only females gave a significantly higher rating across the demographics groups (7.7 vs. 7.3 Males).

	<u>Total</u>
Total Participants	400
1 - Very dissatisfied	3%
2	1
3	1
4	2
5	8
6	4
7	15
8	21
9	11
10 - Very satisfied	19
No interaction	13
Don't know	2
Mean	7.5

Q6-17. Moving on, I'd like to ask you to rate your satisfaction with the following City services on a ten-point scale, where one means "very dissatisfied" and ten means "very satisfied." If you've never visited or had interaction with the service, just let me know. (Continued)

In regards to traffic, your ability to get around the City.

A majority of residents (57%) gave a rating between four and seven for their ability to get around the City. The overall mean rating given was a 5.3 out of 10.

Residents age 40 to 49 (5.0) and 50 to 59 (4.8) gave significantly lower ratings compared to other age groups (5.6 to 5.8 other ages).

Two groups gave significantly higher scores than their counterparts; they are:

- ✓ Males (5.4 vs. 5.1 Females)
- ✓ Renters (5.6 vs. 5.2 homeowners)

	<u>Total</u>
Total Participants	400
1 - Very dissatisfied	8%
2	7
3	9
4	12
5	17
6	11
7	17
8	9
9	4
10 - Very satisfied	5
No interaction	1
Don't know	1
Mean	5.3

Q18. Please rate how the City is doing in regards to planning the community, on a ten-point scale, where one means "very dissatisfied" and ten means "very satisfied".

A majority of residents (60%) gave a rating of between five and eight on a ten-point scale. The overall mean rating given was a 6.1.

The following groups gave significantly higher mean scores than their counterparts:

- ✓ Females (6.3 vs. 5.9 Males)
- ✓ Residents age 18 to 29 (7.1 vs. 5.6 to 6.3 other age ranges)
- ✓ City meeting non-attendees (6.2 vs. 5.7 attendees)
- ✓ Non-voters (6.7 vs. 6.0 voters)
- ✓ Renters (6.9 vs. 5.9 homeowners)

	<u>Total</u>
Total Participants	400
1 - Very dissatisfied	4%
2	2
3	4
4	5
5	16
6	13
7	14
8	17
9	4
10 - Very satisfied	5
Don't know	18
Mean	6.1

Q19. What is the most important issue for the City of Tigard as it plans for the next 20 years? (Open-ended question)

Roughly two in five residents (37%) mentioned the traffic and congestion problems in the Tigard area as important issues to consider while planning for the next 20 years.

Small percentages mentioned the following as important issues for consideration:

- ✓ Street and road improvement / maintenance (9%)
- ✓ Schools and school funding (9%)
- ✓ Population / overcrowding (7%)
- ✓ Public safety (6%)

Many more individual issues were mentioned; please see the Verbatim Appendix page 4.

Q20-29. How important are the following characteristics to the livability of Tigard's residential neighborhoods, on a ten-point scale, where one means "not at all important" and ten means "extremely important?"

Protection of trees and natural resource areas (8.4) as well as the level of neighborhood traffic (8.2) are viewed as the most important of the characteristics listed. The characteristic viewed as least important is having neighborhood commercial services within a 5-minute walk from home with a rating of 6.1 out of 10.

	Mean Livability Score
Protection of trees and natural resource areas.	8.4
The level of neighborhood traffic.	8.2
Maintaining existing lot sizes within established neighborhoods.	7.8
Pedestrian and bike paths.	7.7
Compatibility between existing and new development.	7.6
Bus service.	7.4
Strengthening regulations to improve the appearance of the community.	7.4
Neighborhood parks within a half-mile of home.	7.2
Variety of housing types (like single-family, townhouses, and apartments).	7.0
Neighborhood commercial services within a 5-minute walk from your house.	6.1

Q30. As more people move to the region, do you believe the City should promote growth, accommodate growth, or attempt to limit growth?

Equal percentages of residents think growth should be accommodated (43%) or limited (43%), while only a small percentage thinks growth should be promoted (10%).

The following groups are more likely than their counterparts to prefer accommodating growth:

- ✓ City meeting attendees (51% vs. 42% non-attendees)
- ✓ Homeowners (45% vs. 39% renters)

The following groups are more likely than their counterparts to prefer limiting growth:

- ✓ Females (47% vs. 39% Men)
- ✓ City meeting non-attendees (45% vs. 35% attendees)
- ✓ Voters (46% vs. 36% non-voters)
- ✓ Residents who have lived in Tigard more than 20 years (54% vs. 33% to 47% other lengths)

The following groups are more likely than their counterparts to prefer promoting growth:

- ✓ Males (14% vs. 7% Females)
- ✓ Residents ages 18 to 29 (24% vs. 5% to 14% other ages)
- ✓ Non-voters (21% vs. 6% Voters)

	<u>Total</u>
Total Participants	400
Promote	10%
Accommodate	43
Limit	43
Don't know	4

Q31. How many years have you lived in the City of Tigard?

	<u>Total</u>
Total Participants	400
3 years or less	20%
4 to 9 years	26
10 to 20 years	32
More than 20 years	22
Refused	1

Q32. Which of the following elementary schools is nearest to your home, and if you don't know please say so? (Aided)

	<u>Total</u>
Total Participants	400
C.F. Tigard	19%
Durham	17
Woodward	15
Templeton	12
Alberta Rider	10
Metzger	9
Don't know	20

Q34. Do you rent or own your home?

	<u>Total</u>
Total Participants	400
Own	75%
Rent	23
Refused	1

Q35. Have you voted in any of the last two elections?

	<u>Total</u>
Total Participants	400
Yes	74%
No	25
Refused	2

Q36. How do you generally learn about what's going on in local government? (Unaided / Multiple Responses)

The most frequently mentioned information sources were the Oregonian (44%), the Tigard Times (29%), the Cityscape Newsletter (29%), and the TV News (22%).

Multiple groups are more likely than their counterparts to use the Oregonian as an information source for local government; they include:

- ✓ Females (47% vs. 41% Males)
- ✓ Residents age 60 and over (64% vs. 30% to 46% other ages)
- ✓ Residents with children at home (50% vs. 36% no children)
- ✓ Homeowners (47% vs. 38% renters)
- ✓ Tigard residents of more than 20 years (56% vs. 36% to 45% other lengths)

The following groups are more likely to read the Tigard Times for the local government information:

- ✓ Residents age 50 to 59 (39% vs. 14% to 39% other age ranges)
- ✓ Those without children at home (32% vs. 24% those with children)
- ✓ City meeting attendees (37% vs. 28% non-attendees)
- ✓ Voters (33% vs. 16% Non-voters)
- ✓ Homeowners (32% vs. 18% renters)

The next list of groups are those who are more likely to use the Cityscape Newsletter for local government information:

- ✓ Females (32% vs. 25% Males)
- ✓ City meeting attendees (39% vs. 27% non-attendees)
- ✓ Voters (34% vs. 15% non-voters)
- ✓ Homeowners (34% vs. 14%)
- ✓ Tigard residents of more than 20 years (43% vs. 24% to 26% other lengths)

	<u>Total</u>
Total Participants	400
Oregonian	44%
Tigard Times	29
Cityscape Newsletter	29
TV News	22
Word-of-mouth	9
Internet/Web	7
County newsletters	6
Public Access TV	2
KUIK Radio	1
KKCW / K103	1
Miscellaneous	4
Don't know	4
Refused	1

Q37. Have you attended any City of Tigard meetings in the last year?

	<u>Total</u>
Total Participants	400
No	86%
Yes	13
Refused	1

Q38. Do you currently have children under the age of 18 living with you?

	<u>Total</u>
Total Participants	400
No	63%
Yes	36
Refused	1

Q39. And finally, which of the following categories includes your age? (Aided)

	<u>Total</u>
Total Participants	400
18-29	10%
30-39	17
40-49	25
50-59	30
60-69	7
70+	10
Refused	1

Gender

	<u>Total</u>
Total Participants	400
Female	53%
Male	47

APPENDIX: Questionnaire

Hello, my name is _____ of Riley Research calling on behalf of the City of Tigard. We are calling to hear your opinions and satisfaction with City services and priorities. Your feedback will aid the City in providing services and long-term community planning. (IF NECESSARY) All of your responses will be completely anonymous and combined with hundreds of others.

S1. To start off, do you live inside or outside the city limits of Tigard? (IF OUTSIDE, POLITELY DISCONTINUE.)

Inside	-1
(Don't know)	-2

S2. (IF DON'T KNOW TO S1) What are the cross streets nearest to your home?

Community Services

Q1. How satisfied are you with the City of Tigard as a place to live, on a ten-point scale where one means "very dissatisfied" and ten means "very satisfied"?

1 – Very dissatisfied 2 3 4 5 6 7 8 9 10 – Very satisfied 99-Don't know

Q2. What do you like most about living in Tigard?

Q3. What do you like least about living in Tigard?

Q4. As a place to live, would you say that in the past few years, the City of Tigard has become better, worse, or has stayed about the same?

Better	-1
Worse	-2
Stayed the same	-3
(Don't know)	-4

Q5. Looking 5 years into the future, do you believe the livability of Tigard will become better, worse, or will it stay about the same?

Better	-1
Worse	-2
Stayed the same	-3
(Don't know)	-4

Q6-17. Moving on, I'd like to ask you to rate your satisfaction with the following City services on a ten-point scale, where one means "very dissatisfied" and ten means "very satisfied." If you've never visited or had interaction with the service, just let me know.

	1- Very dissatisfied										10-Very satisfied	
The Permit Center that provides building permits and zoning information	1	2	3	4	5	6	7	8	9	10	98-No interaction	99-DK
Your overall perception of the City police	1	2	3	4	5	6	7	8	9	10	98-No interaction	99-DK
Your personal experience with the City police	1	2	3	4	5	6	7	8	9	10	98-No interaction	99-DK
Your overall perception of the library	1	2	3	4	5	6	7	8	9	10	98-No interaction	99-DK
Your personal experience with the library	1	2	3	4	5	6	7	8	9	10	98-No interaction	99-DK
Your overall perception of City parks	1	2	3	4	5	6	7	8	9	10	98-No interaction	99-DK
Your personal experience with City parks	1	2	3	4	5	6	7	8	9	10	98-No interaction	99-DK
Recreation and leisure activities	1	2	3	4	5	6	7	8	9	10	98-No interaction	99-DK
Street maintenance	1	2	3	4	5	6	7	8	9	10	98-No interaction	99-DK
Your interaction with City staff	1	2	3	4	5	6	7	8	9	10	98-No interaction	99-DK
City water and sewer services	1	2	3	4	5	6	7	8	9	10	98-No interaction	99-DK
In regards to traffic, your ability to get around the City	1	2	3	4	5	6	7	8	9	10	98-No interaction	99-DK

Tigard is currently updating its Comprehensive Plan. This 20-year plan guides City decisions regarding land use, the provision of public facilities and services, and community livability. Your feedback on the next series of questions will help shape the plan.

Community Planning

Q18. Please rate how the City is doing in regards to planning the community, on a ten-point scale, where one means "very dissatisfied" and ten means "very satisfied".

1 – Very dissatisfied 2 3 4 5 6 7 8 9 10 – Very satisfied 99-Don't know

Q19. What is the most important issue for the City of Tigard as it plans for the next 20 years?

Q20-29. How important are the following characteristics to the livability of Tigard's residential neighborhoods, on a ten-point scale, where one means "not at all important" and ten means "extremely important"?

	1- Not at all important										10-Extremely important
Neighborhood parks within a half-mile of home	1	2	3	4	5	6	7	8	9	10	99-DK
Variety of housing types (single family, townhouses, apartments)	1	2	3	4	5	6	7	8	9	10	99-DK
Pedestrian and bike paths	1	2	3	4	5	6	7	8	9	10	99-DK
The level of neighborhood traffic	1	2	3	4	5	6	7	8	9	10	99-DK
Compatibility between existing and new development	1	2	3	4	5	6	7	8	9	10	99-DK
Neighborhood commercial services within 5 minute walk from your house	1	2	3	4	5	6	7	8	9	10	99-DK
Maintaining existing lot sizes within established neighborhoods	1	2	3	4	5	6	7	8	9	10	99-DK
Protection of trees and natural resource areas	1	2	3	4	5	6	7	8	9	10	99-DK
Bus service	1	2	3	4	5	6	7	8	9	10	99-DK
Strengthening regulations to improve the appearance of the community	1	2	3	4	5	6	7	8	9	10	99-DK

Q30. As more people move to the region, do you believe the City should promote growth, accommodate growth, or attempt to limit growth?

Promote	-1
Accommodate	-2
Limit	-3
(Don't know)	-4

Now we'll finish up with some demographic questions.

Q31. How many years have you lived in the City of Tigard? ____

Q32. Which of the following elementary schools is nearest to your home, and if you don't know please say so? (READ LIST)

Alberta Rider	-1
C.F. Tigard	-2
Durham	-3
Metzger	-4
Templeton	-5
Woodward	-6
Don't know	-7

Q33. (IF DON'T KNOW TO Q32) What are the cross streets nearest your home?

Q34. Do you rent or own your home?

Rent	-1
Own	-2
(Refused)	-3

Q35. Have you voted in any of the last two elections?

Yes	-1
No	-2
(Refused)	-3

Q36. How do you generally learn about what's going on in local government? (UNAIDED, MULTIPLE RESPONSES)

Tigard Times	-01	Word-of-mouth	-06	KKCW/K103	-11
Noticias en Espanol	-02	Internet/Web	-07	NPR/OPB	-12
Oregonian	-03	KUIK Radio	-08	Cityscape Newsletter	-13
El Hispanic	-04	Public access TV	-09	Don't know	-18
County newsletters	-05	TV News	-10	Refused	-19
				Other (list):	-20

Q37. Have you attended any City of Tigard meetings in the past year?

Yes	-1
No	-2
(Refused)	-3

Q38. Do you currently have children under the age of 18 living with you?

Yes	-1
No	-2
(Refused)	-3

Q39. And finally, which of the following categories includes your age? (READ LIST)

18-29	-1	60-69	-5
30-39	-2	70+	-6
40-49	-3	(Refuse)	-9
50-59	-4		

Those are all the questions I have, the City of Tigard would like to thank you for your valuable opinions. Have a great evening.

Record Gender

Male	-1	Female	-2
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CITY OF TIGARD

Community Baseline Survey 2006

Verbatim Appendix

June 2006

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phone [503] 222-4179 fax [503] 222-4313

Q2. Miscellaneous reasons for liking Tigard

Amenities

Businesses

City sports programs for all the kids

In Washington County

It's not Beaverton

Less traffic than Portland

Nice blend of commercial and residential

Not too busy except for traffic

Quiet neighborhood I live in

Shopping

Tigard Senior Center

Police

Outstanding police force

Police Department

Miscellaneous

Cheaper taxes

Cleanliness

Climate

Everything

Friends and family are here

Like Portland annex

Lived here for the last 30 years

Don't know / Nothing

Nothing (3)

Just moved here

Q3. Miscellaneous: Like least about Tigard.

Aesthetics

Amount of run down apartments and areas
Lack of unique neighborhoods
Old buildings
Too many hills
Trees have been ripped down

Amenities

Lack of good grocery stores / Not enough grocery stores (2)
Lack of restaurant choices / good restaurants (2)
Library
Not a lot of local or small businesses.

Community

Doesn't have a strong sense of community like Lake Oswego.
Everybody in your business
Lack of sense of community
Miss the city that is Portland.

Development / Land Use

Being built out.
Building codes
Developments
Getting permits
Houses being built so close together.
Need to plan
Property rights
Smaller lots now with more apartments
Total lack of planning

Location

Distance from the airport
How far away I am from family.
Location
Not very many places I can walk to.
Proximity to strip malls.
Shopping areas are so strung out. You have to go either one-way in/out of Tigard to do it.
Too close to Portland

Traffic

Speeding cars on my street
Traffic

Q3. Miscellaneous: Like least about Tigard. (Continued)

Transportation

Buses

Difficulty being a pedestrian or bicyclist

Lack of public transportation

Roads

Old 99w

Quality of the streets / Road maintenance (3)

Speed bumps

Town is kind of shameful; focus seems to be solely putting roads through.

Water

Fluoride they are trying to add to the water in Tigard.

Quality of the water

Sewer fee

Water doesn't have fluoride.

Miscellaneous

Growth fact

Cost of the services

Out of state contractors.

Politics

Pollution is bad off I-5, Hwy 217 and Hwy 99

Rules and regulations of Summerfield

School district is not open to change

Q19. What is the most important issue for the City of Tigard as it plans for the next 20 years?

Businesses / Employment

Making it attractive for better business.
More business environment
More jobs

City planning

Annexation (2)
Creating an identity. (2)
Density (2)
Creating a core city area where citizens feel a part of the community
Decide where the streets and sewers should be.
Getting businesses in town that are attractive instead of strip mall look.
Improving infrastructure.
Infrastructure - making sure there are enough roads to meet the growing population.
Infrastructure growth.
Make provisions for all the building they allow.
More stop signs in residential areas
Not to reduce anymore of the city lots in size.
Parking
South of Downtown Tigard needs to become a part of it.
Spend their money appropriately. CA spends their money on other things like parks; they don't have enough for their police.

Community

Helping people who don't have money, insurance or medical healthcare
I promote a sense of community and right now I don't feel it here.
Keeping Wal-Mart out is No1
Neighborhood
Recreate the small town

Developments

Development (2)
Quit building (2)
Building too many buildings; hundreds of condos without enough streets, taking down all the trees
City development
Construction growth
Development of property
Don't build so much.
Less growth. It's out of hand, the building around here.
Too much development
Updating commercial districts
Upgrade little urban core, mix residential, commercial, and the core,
Working on development.

Q19. What is the most important issue for the City of Tigard as it plans for the next 20 years?
(Continued)

Downtown Tigard

Revitalize downtown. (8)
Accessibility of downtown / Making downtown more viable (2)
Downtown maintenance / Fix downtown (2)
Upgrade downtown (2)
Don't waste city money on the downtown plan.
Downtown area
Downtown Main Street becoming upscale.
Downtown to become a friendly area, like coffee.
Growth to downtown
Modernize downtown area. Make it seem like more of a city.
More variety, don't think there's a single grocery store.
Providing better downtown, more user friendly. Where people can gather, and hang out.

Education

Schools (14)
Education (4)
School funding (4)
Don't cut back on schools.
Education program for kids, like art, sports, etc.
Focus more on education.
Future growth of the school systems
Improve schools and locations
More budget room for education; more fair treatment for teachers, and better administration.
More open to public of what's going on in schools.
Overcrowded schools
Public education
School quality high
Schools are going down hill
Work on the schools

Growth

Growth (8)
Limit / Control / Manage growth (7)
Expand urban growth
Grown a lot.
Proper growth
Quit growing
Room to grow; Tigard's limits are very small.
Stop growth
Urban sprawl

Q19. What is the most important issue for the City of Tigard as it plans for the next 20 years?
(Continued)

Housing

Housing density (5)

Affordable housing (2)

Housing (2)

About packing the homes to close

Densities, for housing, a lot of good farms are being turned into town houses.

Do not put in too many houses; would be overcrowded.

Fair housing for people

Housing over-crowding

Housing prices ridiculous

Limit density of housing; increases traffic

Services to support new housing.

Stop building so many houses.

Stop putting in row houses.

Land use

Land use (5)

All land used as housing

All the new developments

Close the building department. Durham Rd they are putting up another subdivision where beautiful open space was. Tiny shacks in cutesie colors; if one-guy coughs entire place shakes each house, for a house to live and breathe in a healthy environment, it should have at least 10,000 square feet of land. Tigard doesn't need to have any more people.

Stop crowding people into postage size lots.

Urban sprawl-small lots

Livability / Aesthetics

Livability (7)

Keep up the livability (2)

Ability to attract and attain vital businesses, and residences

Comfortable livability

Improving overall look

Keep it like it is

Keep neighborhoods livable

Maintaining what it has, and improving on it

Maintaining what people have now.

Staying as swell as they are now.

Take care of what they have.

Q19. What is the most important issue for the City of Tigard as it plans for the next 20 years?
(Continued)

Open-green spaces / Environmental quality

Green spaces (5)

Preservation of green spaces (3)

Create / Leave more open spaces. (2)

Interaction of man and nature

Jump on more open space, and grab it before the developers grab it.

More trees

Obtain open and natural spaces; keep trees when developments are approved.

Parks and Recreation

Parks (4)

Recreation (3)

Something for the kids/people to do (3)

Bike trails

Get a park and rec service like Beaverton and Portland do. We pay out of district.

Making more recreational uses for the kids.

More parks

More recreation for the youngsters

No recreation

Public swimming pool would be great. Right now we have to go to the Sherwood YMCA or Beaverton so we have to pay the out of district fees to swim.

Shopping to be more appealing. Plazas are dirty.

Skate Park

Skate Park, which is supposed to be at the police station.

Population / Overcrowding

Population growth (8)

Population (6)

Overcrowding (3)

Over population (2)

Immigration (2)

Balancing growth and population.

Get rid of all the Mexicans

Growing population.

Handling the added population.

Hopefully the population will stop growing so much, and will try getting quality rather than quantity.

Over development

Population density

Population increase.

Q19. What is the most important issue for the City of Tigard as it plans for the next 20 years?
(Continued)

Public safety

Keeping crime rate down. (3)

Safety (3)

Speed control/limits (2)

Adequate police and fire people

Fight crime better.

Fire

Funding police department

Gangs

Graffiti gang activity

If I really live in the City of Tigard, there should be a streetlight at Multnomah Blvd. Garden Home Rd. and 69th. They are just waiting for a bloody accident.

Improve the police

Keep the crack out.

Police

Police force needs to grow.

Public protection

Public safety

Red light runners

Safety for the kids to do activities

When police come it should be Tigard Police not Washington County.

Streets / Roads

Street/Road - improvements/maintenance (12)

Highway 99 (9)

Roads (4)

Pacific Hwy (2)

72nd is really bad

Be more efficient with roadwork, they've done and re-done Walnut I don't know how many times.

Do something about Main Street and 99.

Enlarge Hall Street

Fix Oleson Road; it's dark, and the road is narrow with ditches on both sides. You can't even walk on it.

More roads - better upkeep of them

Need to expand the roads.

Put in speed bumps on our street don't widen it.

Road structure

Widen the roads.

Q19. What is the most important issue for the City of Tigard as it plans for the next 20 years?
(Continued)

Taxes

Lower taxes (2)
Home taxes
Lower property tax
Taxation

Traffic / Congestion

Traffic (100)
Congestion (5)
Traffic management (6)
Traffic problems (6)
Traffic flow (4)
Traffic congestion. (2)
Traffic on 99 (7)
Ability to handle all traffic
Commute in traffic congestion
Hwy 99 traffic problem
Keep traffic moving
Making traffic easier to go through the city.
Minimize traffic
Plan better traffic patterns for when they put in new developments.
Reasonable traffic.
Road congestion
Slow traffic
Traffic areas
Traffic improved
Traffic light operation, the one on McDonald and 99 W. and Greenburg and 99 W need to equip it better.
Traffic lights are needed in lots of locations. Streets need to be widened.
Traffic on Pacific Hwy and Hall Blvd
Traffic pattern

Transportation

Transportation (8)
Expand MAX service / Light rail (6)
Public transportation (2)
Better transportation
More buses
Transportation issues Hwy 99
Transportation planning

Q19. What is the most important issue for the City of Tigard as it plans for the next 20 years?
(Continued)

Water

Water (5)

Do not fluoridate the water some people have allergies to fluoride.

Funding water and sewer; adequate supply to meet the needs of the residents, at a reasonable cost

Quality of the water

Resolving the water issue

Utilities

Water should be better.

Zoning

Zoning

Zoning housing / property (2)

Miscellaneous

Children / Kids (3)

Accommodating to small businesses

Elderly people

Family

Getting voter approval and getting the plan moving accomplishing in everything they have lined up

I won't be here.

Poorly designed survey because of the wording; people who take this survey cannot choose an honest answer because the definition behind the words are different for the surveyor and the people who make the decisions from the answers they get.)

Provide facilities for Tigard area

Providing overall services to the Bull Mountain Area.

Resources

Don't know / Nothing

Don't know / Not sure (25)

Na / Nothing (9)

No comments/opinion (4)

Q36. Miscellaneous information sources

Community

Being involved

Community meetings

CPO (Neighborhood club that meets to discuss land use in Tigard and petitions)

Meetings

Mail

Junk mail

Pamphlet they send out

Media

KXL 750 AM

Regal Paper

The Courier

Tribune

Voter's pamphlet

Z-100

Newsletters

Land development news

Summerfield something newsletter

Miscellaneous

No interest in knowing about these people at all.

School

Agenda Item #

Meeting Date

June 27, 2006

COUNCIL AGENDA ITEM SUMMARY

City Of Tigard, Oregon

Issue/Agenda Title Mayor and City Manager Report on TVF&R Community Academy and Police Ride-Along

Prepared By: Craig Prosser Dept Head Okay CP City Mgr Okay CP

ISSUE BEFORE THE COUNCIL AND KEY FACTS

This is an informational briefing from the Mayor and City Manager on their experience at the TVF&R Community Academy, and the City Manager's ride-along with the Tigard Police Department.

STAFF RECOMMENDATION

No action needed. Information only.

KEY FACTS AND INFORMATION SUMMARY

The Mayor and City Manager were invited to participate in the Tualatin Valley Fire and Rescue Community Academy on May 5 & 6, 2006. The Community Academy is an opportunity for TVF&R to educate community leaders on the provision of fire and rescue services by TVF&R. The Academy included a day of classroom instruction and field training, and a night spent at one of the TVF&R fire stations. The Mayor and City Manager will report on their experiences.

In June, the City Manager went on a ride-along with a Tigard Police officer for one shift. Citizens can request a ride-along by prior arrangement. The City Manager will report on this experience as well.

OTHER ALTERNATIVES CONSIDERED

None.

COUNCIL GOALS AND TIGARD BEYOND TOMORROW VISION STATEMENT

Improve Communication and Relationship with Citizens

ATTACHMENT LIST

PowerPoint Presentation.

FISCAL NOTES

None

Tualatin Valley Fire & Rescue Community Academy

To provide leaders with an understanding of the culture, mission and people of TVF&R and share day-to-day successes and challenges.



07:00 Hours, Friday May 5, 2006

- Training Includes:
 - Overview of Services
 - Fire Science
 - Classroom Study
 - Emergency Medical Training



Training Center Exercise



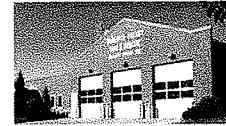
Teamwork & Training



Team



Ride-Along with Station 34 (Tualatin) & Station 64 (Rock Creek)



Tigard Police Department



*Ride with an
officer for a shift!*



Agenda Item #
Meeting Date

June 27, 2006

COUNCIL AGENDA ITEM SUMMARY

City Of Tigard, Oregon

Issue/Agenda Title Consider Amending Ordinance 06-04 (An Ordinance Annexing 3.525 Acres - Approving Wilson Ridge No. 2 Annexation (ZCA2005-00005)) to Replace Exhibit B with a Corrected Map that Matches the Adopted Legal Description and Adopted Ordinance.

Prepared By: Beth St. Amand Dept Head Okay TC City Mgr Okay cl

ISSUE BEFORE THE COUNCIL

Consider adopting the attached ordinance to rectify a clerical error.

STAFF RECOMMENDATION

Adopt the attached ordinance.

KEY FACTS AND INFORMATION SUMMARY

- On April 25, 2006, the Council approved Ordinance 06-04: An Ordinance Annexing 3.525 Acres - Approving Wilson Ridge No. 2 Annexation (ZCA2005-00005)).
- Ordinance 06-04 included four exhibits, including the legal description and a map from Washington County Assessment and Taxation (Exhibit B).
- The adopted legal description and ordinance correctly define the territory; however, the map (Exhibit B) is inconsistent with these controlling documents.
- Therefore, the attached ordinance amends the original Ordinance 06-04 to replace the incorrect map and correct the error; it does not require the Council to re-adopt the original ordinance.
- All other provisions of Ordinance 06-04 remain in effect as originally adopted.

OTHER ALTERNATIVES CONSIDERED

Not applicable.

COUNCIL GOALS AND TIGARD BEYOND TOMORROW VISION STATEMENT

Growth and Growth Management, Goal # 2: Urban services will be provided to all citizens within Tigard's urban growth boundary.

ATTACHMENT LIST

Attachment 1: An Ordinance Amending Ordinance 06-04 (An Ordinance Annexing 3.525 Acres - Approving Wilson Ridge No. 2 Annexation (ZCA2005-00005)) to Replace Exhibit B with a Corrected Map that Matches the Adopted Legal Description and Adopted Ordinance.

Exhibit A: Amended Map

Attachment 2: Ordinance 06-04: An Ordinance Annexing 3.525. Acres, Approving Wilson Ridge No. 2 Annexation (ZCA2005-00005), and Withdrawing Property from the Tigard Water District, Washington County Enhanced Sheriff's Patrol District, Washington County Urban Roads Maintenance District, Washington County Street Lighting District # 1, and the Washington County Vector Control District.

Adopted Exhibits:

Exhibit A: Legal Description of Proposed Annexation Territory

Exhibit B: Washington County Taxation and Assessment Map for Proposed Annexation Territory

No Exhibit C

Exhibit D: Staff Report to the City Council

FISCAL NOTES

Not applicable.

**CITY OF TIGARD, OREGON
TIGARD CITY COUNCIL
ORDINANCE NO. 2006- _____**

AN ORDINANCE AMENDING ORDINANCE 06-04 (AN ORDINANCE ANNEXING 3.525 ACRES - APPROVING WILSON RIDGE No. 2 ANNEXATION (ZCA2005-00005)) TO REPLACE EXHIBIT B WITH A CORRECTED MAP THAT MATCHES THE ADOPTED LEGAL DESCRIPTION AND ADOPTED ORDINANCE.

WHEREAS, on April 25, 2006, the Tigard City Council held a public hearing and adopted Ordinance 06-04: An Ordinance Annexing 3.525 Acres Approving Wilson Ridge No. 2 Annexation (ZCA2005-00005); and

WHEREAS, the adopted Ordinance 06-04 and adopted legal description (Exhibit A) correctly define the territory; however, Exhibit B (Washington County Taxation and Assessment Map) is inconsistent with these controlling documents;

WHEREAS, the other provisions of Ordinance 06-04 are unaffected, but it is necessary to amend Exhibit B with a corrected map;

NOW, THEREFORE, THE CITY OF TIGARD ORDAINS AS FOLLOWS:

SECTION 1: The Tigard City Council amends Ordinance 06-04 by replacing Exhibit B with a corrected map in the form of Exhibit A attached hereto and incorporated by this reference. All other provisions of Ordinance 06-04 remain in effect as originally adopted.

SECTION 3: This ordinance shall be effective 30 days after its passage by the Council, signature by the Mayor and posting by the City Recorder.

PASSED: By _____ vote of all Council members present after being read by number and title only, this _____ day of _____, 2006.

Cathy Wheatley, City Recorder

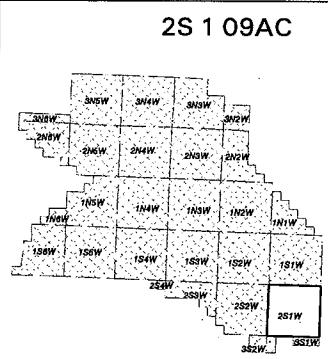
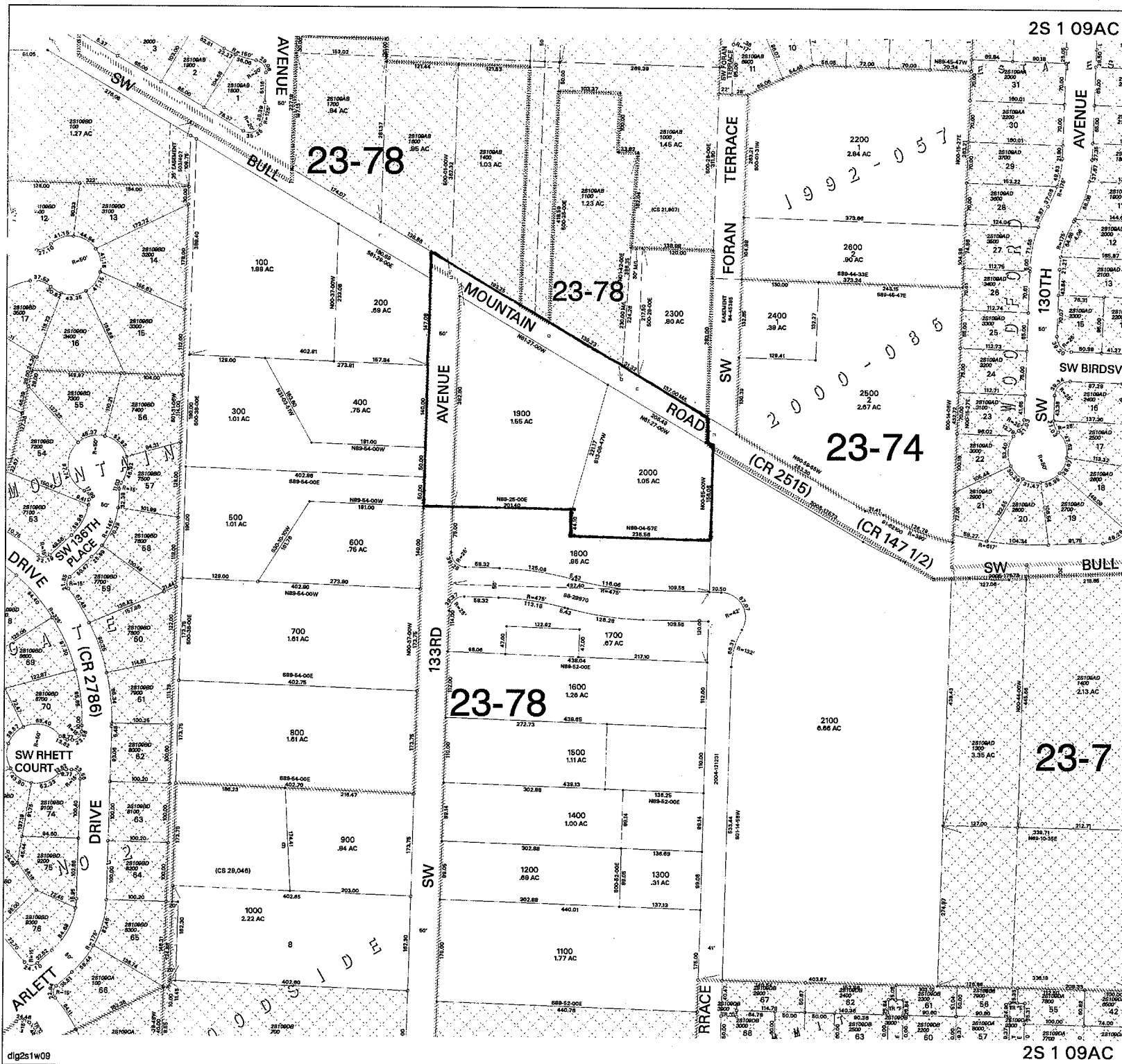
APPROVED: By Tigard City Council this _____ day of _____, 2006.

Craig Dirksen, Mayor

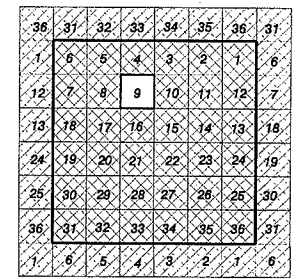
Approved as to form:

City Attorney

Date



WASHINGTON COUNTY OREGON
SW 1/4 NE 1/4 SECTION 09 T2S R1W W.M.
SCALE 1" = 100'



FOR ADDITIONAL MAPS VISIT OUR WEBSITE AT
www.co.washington.or.us

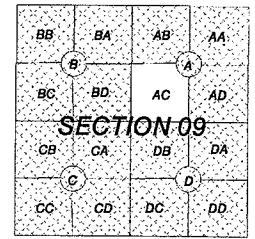


EXHIBIT "A"



PLOT DATE: April 04, 2005
FOR ASSESSMENT PURPOSES
ONLY - DO NOT RELY ON
FOR OTHER USE

Map areas delineated by either gray shading or a cross-hatched pattern are for reference only and may not indicate the most current property boundaries. Please consult the appropriate map for the most current information.

CITY OF TIGARD, OREGON
TIGARD CITY COUNCIL
ORDINANCE NO. 06-04

AN ORDINANCE ANNEXING 3.525 ACRES, APPROVING WILSON RIDGE NO. 2 ANNEXATION (ZCA2005-00005), AND WITHDRAWING PROPERTY FROM THE TIGARD WATER DISTRICT, WASHINGTON COUNTY ENHANCED SHERIFF'S PATROL DISTRICT, WASHINGTON COUNTY URBAN ROADS MAINTENANCE DISTRICT, WASHINGTON COUNTY STREET LIGHTING DISTRICT # 1, AND THE WASHINGTON COUNTY VECTOR CONTROL DISTRICT.

WHEREAS, the City of Tigard is authorized by ORS 222.120(4)(B) and 222.170 to initiate an annexation upon receiving consent in writing from a majority of the electors registered in the territory proposed to be annexed and written consent from owners of more than half the land in the territory proposed to be annexed; and

WHEREAS, the City of Tigard is authorized by ORS 222.120(5) and 222.520 to withdraw properties which currently lie within the boundary of the Tigard Water District, the Washington County Enhanced Sheriff's Patrol District, Washington County Urban Roads Maintenance District, Washington County Street Lighting District # 1, and the Washington County Vector Control District upon completion of the annexation; and

WHEREAS, the Tigard City Council held a public hearing on April 25, 2006, to consider the annexation of two parcels of land and portions of the rights-of-way of both SW Bull Mountain Road and SW 133rd Avenue for a total of 3.525 acres and withdrawal of said property from the Tigard Water District, the Washington County Enhanced Sheriff's Patrol District, Washington County Urban Roads Maintenance District, Washington County Street Lighting District # 1, and the Washington County Vector Control District; and

WHEREAS, pursuant to ORS 222.520(2) the City is liable to the Water District for certain debt obligations, however, in this instance the Water District has no debt for the City to assume, therefore, no option regarding the assumption of debt needs to be made; and

WHEREAS, pursuant to Metro 3.09, ORS 222.120 and 222.524, notice was given and the City held a public hearing on the issue of the annexation into the City and withdrawal of the annexed property from the Tigard Water District, the Washington County Enhanced Sheriff's Patrol District, Washington County Urban Roads Maintenance District, Washington County Street Lighting District # 1, and the Washington County Vector Control District on April 25, 2006; and

WHEREAS, pursuant to ORS 222.524, the City must declare the withdrawal of annexed properties from the Tigard Water District, the Washington County Enhanced Sheriff's Patrol District, Washington County Urban Roads Maintenance District, Washington County Street Lighting District # 1, and the Washington County Vector Control District by Ordinance; and

WHEREAS, the Tigard Development Code states that upon annexation, the zone is automatically changed to the City zoning most closely conforming to the County zoning; and

WHEREAS, the current zoning district is R-7, an existing City zone that has been adopted by the County and the zoning after annexation would remain R-7 so that no zone change is necessary, and by annexation the Comprehensive Plan of the City of Tigard goes into effect; and

WHEREAS, the annexation has been processed in accordance with the requirements of Metro 3.09 and has been reviewed for compliance with the Tigard Community Development Code and the Comprehensive Plan and the annexation substantially addresses the standards in Metro 3.09 regulating annexations; and

WHEREAS, the City Council has carefully considered the testimony at the public hearing and determined that withdrawal of the annexed properties from the applicable service districts is in the best interest of the City of Tigard.

NOW, THEREFORE, THE CITY OF TIGARD ORDAINS AS FOLLOWS:

- SECTION 1: The Tigard City Council hereby annexes the parcels described in the attached Exhibit "A" and shown in Exhibit "B" and withdraws said parcels from the Tigard Water District, the Washington County Enhanced Sheriff's Patrol District, Washington County Urban Roads Maintenance District, Washington County Street Lighting District # 1, and the Washington County Vector Control District.
- SECTION 2: The Tigard City Council adopts the "Staff Report to the City Council" as findings in support of this decision; a copy is attached hereto as Exhibit D and incorporated herein by this reference.
- SECTION 3: This ordinance shall be effective 30 days after its passage by the Council, signature by the Mayor and posting by the City Recorder.
- SECTION 4: City staff is directed to take all necessary measures to implement the annexation, including certified copies of the Ordinance with Metro for administrative processing, filing with state and county agencies as required by law, and providing notice to utilities.
- SECTION 5: Pursuant to ORS 222.120(5), the effective date of the withdrawal of the property from the Washington County Enhanced Sheriff's Patrol District, Washington County Urban Roads Maintenance District, Washington County Street Lighting District # 1, and the Washington County Vector Control District shall be the effective date of this annexation.
- SECTION 6: Pursuant to ORS 222.465, the effective date of the withdrawal of this property from the Tigard Water District shall be July 1, 2007.
- SECTION 7: In accordance with ORS 222.180, the annexation shall be effective upon filing with the Secretary of State.

PASSED:

By unanimous vote of all Council members present after being read by number and title only, this 25th day of April, 2006.

Catherine Wheatley
Catherine Wheatley, City Recorder

APPROVED: By Tigard City Council this 25th day of April, 2006.

Craig Danksen
Craig Danksen, Mayor

Nick Wilson, Council
President

Approved as to form:

Janeth V. K...
City Attorney

April 25, 2006
Date

Certified to be a true copy of the Original on file at City of
Tigard City Hall.

By Catherine Wheatley 4.27.06
City Recorder, City of Tigard Date





LEGAL DESCRIPTION
WILSON RIDGE NO. 2 ANNEXATION

JOB NO. 402-027

A PARCEL OF LAND LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, WASHINGTON COUNTY, OREGON, DESCRIBED AS FOLLOWS:

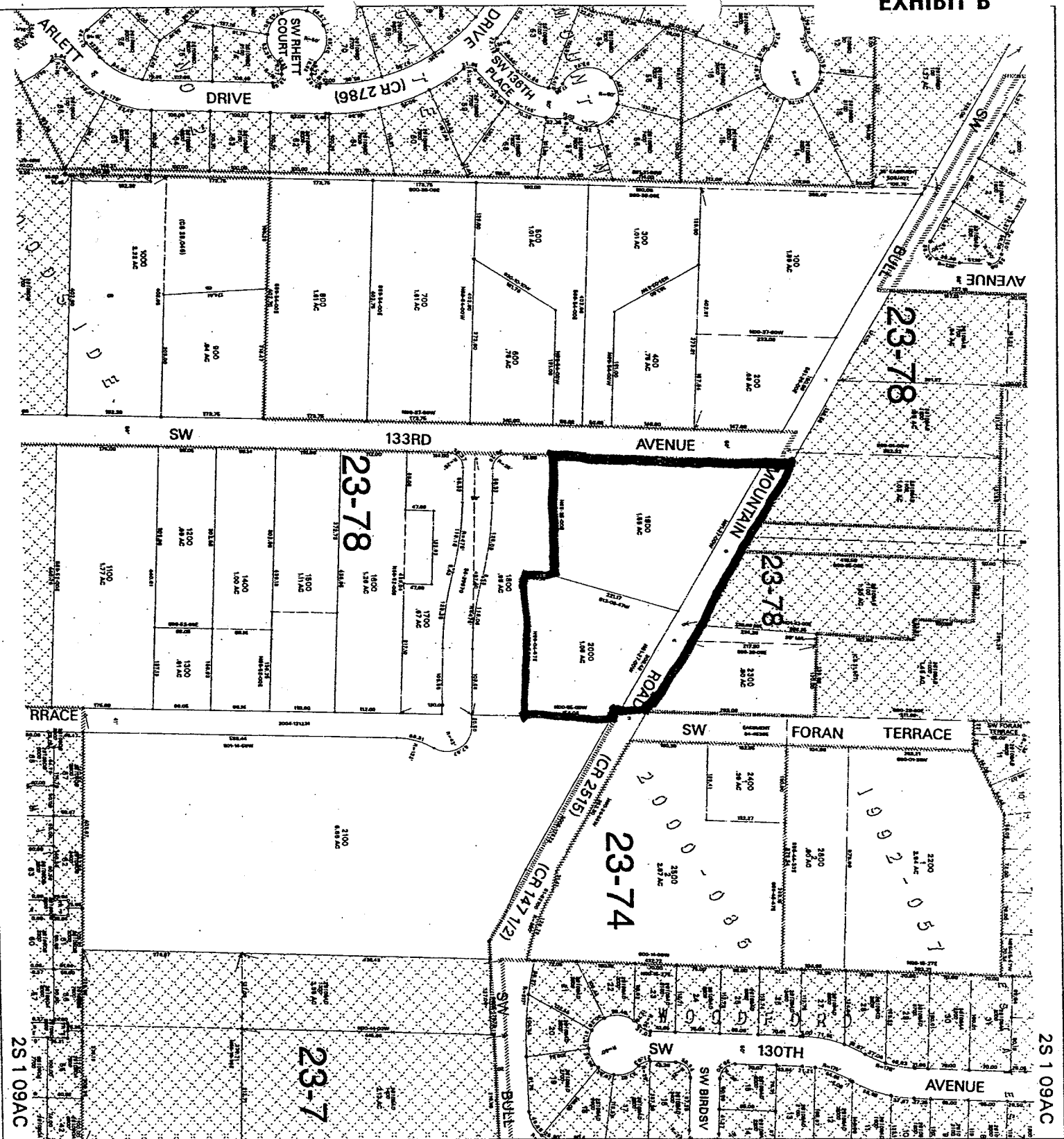
BEGINNING AT A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF S.W. BULL MOUNTAIN ROAD (COUNTY ROAD NO. 2515) LYING 20.00 FEET, RIGHT ANGLE MEASURE, NORTHEASTERLY OF THE CENTERLINE, FROM WHICH THE SOUTHWEST CORNER OF PARCEL 2 OF PARTITION PLAT NO. 2000-086 BEARS SOUTH 59°20'07" EAST, 57.18 FEET; THENCE ALONG SAID LINE NORTH 59°20'07" WEST, 542.89 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF S.W. BULL MOUNTAIN ROAD, SAID POINT BEING THE INTERSECTION WITH THE NORTHERLY EXTENSION OF THE WESTERLY RIGHT-OF-WAY LINE OF S.W. 133RD AVENUE LYING 25.00 FEET, RIGHT ANGLE MEASURE, WEST OF THE CENTERLINE OF S.W. 133RD AVENUE; THENCE ALONG SAID EXTENSION AND WESTERLY RIGHT-OF-WAY LINE SOUTH 00°31'25" EAST, 433.67 FEET; THENCE SOUTH 88°28'35" EAST, 50.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF S.W. 133RD AVENUE; SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE PROPERTY DESCRIBED IN DEED DOCUMENT NO. 92062674; THENCE ALONG THE SOUTH LINE OF SAID PROPERTY SOUTH 89°26'35" EAST, 201.50 FEET TO THE SOUTHEAST CORNER OF SAID PROPERTY; THENCE ALONG THE MOST SOUTHERLY WEST LINE OF THE PROPERTY DESCRIBED IN DEED DOCUMENT NO. 97046401 TO THE SOUTHWEST CORNER OF SAID PROPERTY SOUTH 01°31'18" WEST, 44.14 FEET; THENCE SOUTH 88°46'45" EAST, 235.56 FEET TO THE SOUTHEAST CORNER OF SAID PROPERTY SAID POINT ALSO BEING A POINT ON THE WEST LINE OF THE PROPERTY DESCRIBED IN DEED DOCUMENT NO. 97048724; THENCE ALONG SAID LINE NORTH 01°13'18" EAST, 156.30 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF S.W. BULL MOUNTAIN ROAD; THENCE ALONG SAID LINE NORTH 59°20'07" WEST, 13.88 FEET TO A POINT WHICH IS THE INTERSECTION OF SAID LINE WITH THE SOUTHERLY EXTENSION OF THE WESTERLY RIGHT-OF-WAY LINE OF S.W. FORAN TERRACE; THENCE ALONG SAID LINE NORTH 01°38'36" EAST, 45.74 FEET TO POINT OF BEGINNING.

CONTAINING APPROXIMATELY 153,541 SQUARE FEET OR 3.525 ACRES.

THE BASIS OF BEARING FOR THIS DESCRIPTION IS WASHINGTON COUNTY SURVEY NO. 29,960.

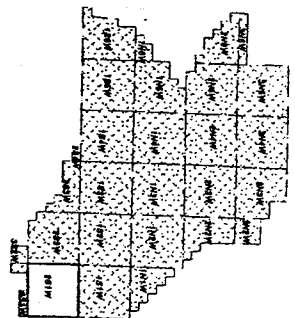
REGISTERED
PROFESSIONAL
LAND SURVEYOR

Craig Wm. Forbes
OREGON
JANUARY 16, 1998
CRAIG WM. FORBES
2730

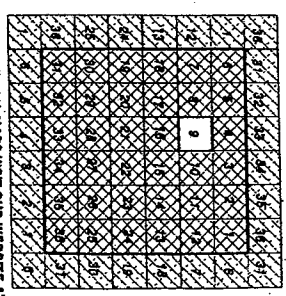


2S 1 09AC

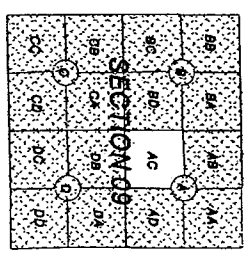
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WASHINGTON COUNTY OREGON
SW 1/4 NE 1/4 SECTION 09 T2S R1W W.M.
SCALE 1" = 100'



FOR ADDITIONAL MAPS VISIT OUR WEBSITE AT
WWW.CO.WASHINGTON.ORG



ASSESSMENT
TAXATION
PLAT DATE: April 04, 2005
FOR ASSESSMENT PURPOSES
ONLY - DO NOT RELY ON
FOR OTHER USE

This plat is prepared by the Assessor's Office and is subject to change without notice. The Assessor's Office is not responsible for any errors or omissions in this plat. The Assessor's Office is not responsible for any errors or omissions in this plat.

TIGARD
2S 1 09AC

Agenda Item:

Hearing Date: April 25, 2006

Time: 7:30 PM

**STAFF REPORT TO THE
CITY COUNCIL
FOR THE CITY OF TIGARD, OREGON**



120 DAYS = N/A

SECTION I. APPLICATION SUMMARY

FILE NAME: WILSON RIDGE NO. 2 ANNEXATION
CASE NOS: Zone Change Annexation (ZCA) ZCA2005-00005

APPLICANT: Venture Properties, Inc.
 4230 SW Galewood St. #100
 Lake Oswego, OR 97035
APPLICANT'S REP: Alpha Community Development
 9600 SW Oak St., #230
 Portland, OR 97223

OWNER: Rick and Cheryl Gimlin
 13280 SW Bull Mountain Rd.
 Tigard, OR 97224
OWNER: Douglas and Charlene Potter
 13210 SW Bull Mountain Rd.
 Tigard, OR 97224

PROPOSAL: The applicant is requesting annexation of two (2) parcels containing 3.525 acres into the City of Tigard, including portions of the SW Bull Mountain Road and SW 133rd Avenue rights-of-way.

LOCATION: 13210 & 13280 SW Bull Mountain Road; WCTM 2S109AC, Tax Lots 1900 and 2000. The subject site is located south of Bull Mountain Road and east of SW 133rd Avenue.

CURRENT ZONING

DESIGNATION: R-7: Medium-Density Residential District. The R-7 zoning district is designed to accommodate attached single-family homes, detached single-family homes with or without accessory residential units, at a minimum lot size of 5,000 square feet, and duplexes, at a minimum lot size of 10,000 square feet. Mobile home parks and subdivisions are also permitted outright. Some civic and institutional uses are also permitted conditionally.

EQUIVALENT CITY ZONING DESIGNATION:

R-7: Medium-Density Residential District. The R-7 zoning district is designed to accommodate attached single-family homes, detached single-family homes with or without accessory residential units, at a minimum lot size of 5,000 square feet, and duplexes, at a minimum lot size of 10,000 square feet. Mobile home parks and subdivisions are also permitted outright. Some civic and institutional uses are also permitted conditionally.

**APPLICABLE
REVIEW**

CRITERIA:

ORS Chapter 222, Metro Code Chapter 3.09, Comprehensive Plan Policies 2 and 10, Community Development Code Chapters 18.320 and 18.390.

SECTION II. STAFF RECOMMENDATION

Staff recommends that the Council find that the proposed annexation (ZCA2005-00005) meets all the approval criteria as identified in ORS Chapter 222, Metro Code Chapter 3.09, Comprehensive Plan Policies 2 and 10, Community Development Code Chapters 18.320 and 18.390. Therefore, staff recommends APPROVAL of ZCA2005-00005 by adoption of the attached ordinance.

SECTION III. BACKGROUND INFORMATION

Site Information:

Located at the intersection of Bull Mountain Road and SW 133rd Avenue, the 3.525-acre subject site consists of two parcels and the adjacent rights-of-way on SW Bull Mountain Road and SW 133rd Avenue. It is contiguous to the City of Tigard on the site's west boundary abutting Wilson Ridge subdivision, along the site's east boundary abutting Alberta Rider School, and along portions of the site's northern boundary. The site is part of unincorporated Bull Mountain and the City's Urban Service Area; the provisions of the City of Tigard's Urban Service Agreement (TUSA) and the Urban Services Intergovernmental Agreement between Washington County and the City of Tigard apply. Three residential structures and associated outbuildings stand on the site, which has an approximate 4% slope. No sensitive lands or wetlands have been identified.

The applicant requests annexation of the 3.525-acre site to the City of Tigard (WCTM 2S109AC, Tax Lots 1900 and 2000). The applicant also has submitted separately a land-use application for a 17-lot subdivision on the proposed annexation territory (SUB2005-00022). That application is a separate land-use decision with its own set of review criteria and will not be addressed in this report.

SECTION IV. APPLICABLE REVIEW CRITERIA, FINDINGS AND CONCLUSIONS

State: ORS Chapter 222

Regional: Metro Code Chapter 3.09

City: Comprehensive Plan Policies 2 and 10, Community Development Code Chapters 18.320 and 18.390.

A. CITY OF TIGARD COMMUNITY DEVELOPMENT CODE (TITLE 18)

Staff has determined that the proposal is consistent with the relevant portions of the Community Development Code based on the following findings:

1. Chapter 18.320.020: Approval Process and Standards.

B. Approval Criteria. The decision to approve, approve with modification, or deny an application to annex property to the City shall be based on the following criteria:

1. All services and facilities are available to the area and have sufficient capacity to provide service for the proposed annexation area; and

The City of Tigard Comprehensive Plan's Urbanization Chapter (Policy 10.1.1) defines "services" as water, sewer, drainage, streets, police, and fire protection. The proposed annexation territory is

currently zoned R-7, a medium-density single-family residential zone with a minimum residential lot size of 5,000 square feet. The proposed annexation territory would retain this zoning upon annexation. Water is available to the proposed annexation territory, both in the SW 133rd Avenue right-of-way and SW Bull Mountain Road, as indicated by the City's Public Works department. The nearest sanitary sewer line is an 8" line located to the south (Batterson Street). A storm drainage line is located in the SW Bull Mountain Road right-of-way, which is also part of the proposed annexation territory.

For streets, the City's Transportation System Plan (TSP) standards apply. The proposed annexation territory is located at the intersection of SW Bull Mountain, which is designated a collector in the City's Transportation System Plan (TSP), and SW 133rd Avenue, which is designated a neighborhood route in the TSP. The City of Tigard departments of Public Works and Police have reviewed the annexation proposal and have not raised any objections or indicate that there would be a lack of service capacity for the proposed annexation territory or a significant reduction in existing City service levels. In addition, Tualatin Valley Fire and Rescue (TVF&R) reviewed and endorsed the proposal; TVF&R currently serves the proposed annexation territory.

Based upon this review, staff finds that all public services (as defined by the Comprehensive Plan) are available to the proposed annexation territory and all public services have sufficient capacity to provide service to the proposed annexation territory.

2. The applicable Comprehensive Plan policies and implementing ordinance provisions have been satisfied.

Three Comprehensive Plan policies apply to proposed annexations: 2.1.1, 10.1.1., and 10.1.2. Staff has determined that the proposal has satisfied the applicable Comprehensive Plan policies based on the following findings:

Policy 2.1.1: Citizen Involvement. The City shall maintain an ongoing citizen involvement program and shall assure that citizens will be provided an opportunity to be involved in all phases of the planning process.

The City maintains an ongoing citizen involvement program. To assure citizens will be provided an opportunity to be involved in all phases of the planning process, the City provides notice for Type IV land-use applications. The City posted, mailed and published notice of the public hearing as follows. The City posted the hearing notice at four public places beginning February 13, 2006: Tigard Library, Tigard City Hall, Tigard Permit Center, and on the proposed annexation territory. The City published notice of the hearing in *The Times* for two successive weeks (April 6, 2006, and April 13, 2006,) prior to the April 25, 2006, public hearing. The City also mailed notice to all interested parties and surrounding property owners within 500 feet on April 3, 2006. In addition, the City maintains a list of interested parties organized by geography. Notice was mailed to interested parties in the West area on February 9, 2006, which includes former Citizen Involvement Team contacts and CPO 4B, the citizen participation organization for the area. Staff finds that this policy is met.

Policy 10.1.1: Urbanization. Prior to the annexation of land to the City of Tigard,
a) the City shall review each of the following services as to adequate capacity, or such services to be made available, to serve the parcel if developed to the most intense use allowed, and will not significantly reduce the level of services available to developed and undeveloped land within the City of Tigard: 1. Water; 2. Sewer; 3. Drainage; 4. Streets; 5. Police; and 6. Fire Protection.

As addressed under 18.320.020 above, adequate service is available to the proposed annexation territory. The proposed annexation territory is currently zoned R-7, a medium-density single-family residential zone with a minimum residential lot size of 5,000 square feet. The proposed annexation territory would retain this zoning upon annexation. If developed to its designated capacity of 7 units per gross acre, the site could accommodate approximately 17 units, which would result in a net increase of 14 units total for the subject site. When the site develops, it will be required to connect to public service facilities, which this report has found to be available to the proposed annexation territory. As noted above, the applicant has submitted separately a 17-lot subdivision application for the proposed annexation territory and included a copy of those plans in the annexation submittal. The land-use review of SUB2005-00022 will review the subdivision proposal for specific service provisions and require additional facilities or upgrades as appropriate.

Based on the proposed annexation territory's capacity, the City of Tigard departments of Public Works and Police have reviewed the annexation proposal and have not raised any objections or indicate that there would be a lack of service capacity for the proposed annexation territory or a significant reduction in existing City service levels. Tualatin Valley Fire and Rescue also reviewed the proposal and did not raise any objections or indicate that there would be a lack of service capacity for the proposed annexation territory. Staff finds that there is adequate capacity to serve the parcel (water, sewer, drainage, streets, police, fire protection) if developed to the most intense use allowed, and will not significantly reduce the level of services available to developed and undeveloped land within the City of Tigard.

b) If required by an adopted capital improvements program ordinance, the applicant shall sign and record with Washington County a nonremonstrance agreement regarding the following: 1. The formation of a local improvement district (L.I.D.) for any of the following services that could be provided through such a district. The extension or improvement of the following: a) Water, b) Sewer, c) Drainage, and d) Streets. 2. The formation of a special district for any of the above services or the inclusion of the property into a special service district for any of the above services.

This criterion does not apply: No capital improvements program requires a nonremonstrance agreement for this area. Urban services are already available for the proposed annexation territory. Other public facility requirements will be provided as part of the subdivision review (SUB2005-00022).

c) The City shall provide urban services to areas within the Tigard Urban Planning Area or within the Urban Growth Boundary upon annexation.

The Tigard Urban Planning Area (as defined in the *Washington County – Tigard Urban Planning Area Agreement, July 2004*) includes the proposed annexation territory. The City is the designated urban services provider for the services defined in the *Tigard Urban Service Agreement (2002)* and subsequent operating agreements: police; parks, recreation and open space; roads and streets; sanitary sewer and storm water (through an operating agreement with CWS); and water service. Upon annexation, those services will be provided according to the City's current policies. Staff finds that this policy is met.

Policy 10.1.2: Urbanization. Approval of proposed annexations of land by the City shall be based on findings with respect to the following: a) The annexation eliminates an existing "pocket" or "island" of unincorporated territory; or, b) The annexation will not create an irregular boundary that makes it difficult for the police in an emergency situation to determine whether the parcel is within or outside the City; c) The Police Department has commented upon the annexation; d) the land is located within the Tigard Area of Interest and is contiguous to the City boundary; e) The

annexation can be accommodated by the services listed in 10.1.1(a).

The proposed annexation territory is contiguous to the City on the site's west boundary abutting Wilson Ridge subdivision, along the site's east boundary abutting Alberta Rider School, and along portions of the site's northern boundary where it abuts SW Foran Terrace and territory in the 2004 Alpine View annexation (ZCA2004-00002). The City annexed both the Wilson Ridge subdivision and Alberta Rider School in 2005; therefore, the proposed annexation would eliminate an existing pocket of unincorporated territory along the south side of SW Bull Mountain Road, approximately 485 feet in length. It will not create an irregular boundary. The City of Tigard Police Department has reviewed the proposed annexation and has no objections. The *Washington County - Tigard Urban Planning Area Agreement (July 2004)* includes the proposed annexation territory within its Area of Interest. Lastly, as section 10.1.1.(a) demonstrated, the annexation can be accommodated by the following services: water, sewer, drainage; streets; police; and fire protection.

Therefore, staff finds that the proposed annexation meets Policy 10.1.2.

Policy 10.1.3: Urbanization. Upon annexation of land into the City which carries a Washington County zoning designation, the City of Tigard shall assign the City of Tigard zoning district designation which most closely conforms to the county zoning designation.

Washington County previously adopted City of Tigard zoning designations for unincorporated Bull Mountain due to the intergovernmental agreement in which Tigard performs building and development services on behalf of the County (adopted 1997; revised 2002). The proposed annexation territory's Washington County designation was R-6 and was converted to Tigard's R-7 (Table 320.1 summarizes the conversion of the County's plan and zoning designations). Therefore no changes are required in the zoning designations for the Plan Area, as the current designations reflect City of Tigard designations.

TABLE 320.1
CONVERSION TABLE FOR COUNTY AND CITY PLAN AND ZONING DESIGNATIONS

Washington County Land Use Districts/Plan Designation	City of Tigard Zoning	City of Tigard Plan Designation
R-5 Res. 5 units/acre	R-4.5 SFR 7,500 sq. ft.	Low density 1-5 units/acre
R-6 Res. 6 units/acre	R-7 SFR 5,000 sq. ft.	Med. density 6-12 units/acre
R-9 Res. 9 units/acre	R-12 Multi-family 12 units/acre	Med. density 6-12 units/acre
R-12 Res. 12 units/acre	R-12 Multi-family 12 units/acre	Med. density 6-12 units/acre
R-15 Res. 15 units/acre	R-25 Multi-family 25 units/acre	Medium-High density 13-25 units/acre
R-24 Res. 24 units/acre	R-25 Multi-family 25 units/acre	Medium-High density 13-25 units/acre
Office Commercial	C-P Commercial Professional	CP Commercial Professional
NC Neighborhood Commercial	CN Neighborhood Commercial	CN Neighborhood Commercial
CBD Commercial Business District	CBD Commercial Business District	CBD Commercial Business District
GC General Commercial	CG General Commercial	CG General Commercial
IND Industrial	I-L Light Industrial	Light Industrial

Chapter 18.320.020

C. Assignment of comprehensive plan and zoning designations.

The comprehensive plan designation and the zoning designation placed on the property shall be the City's zoning district which most closely implements the City's or County's comprehensive plan map

designation. The assignment of these designations shall occur automatically and concurrently with the annexation. In the case of land which carries County designations, the City shall convert the County's comprehensive plan map and zoning designations to the City designations which are the most similar. A zone change is required if the applicant requests a comprehensive plan map and/or zoning map designation other than the existing designations. (See Chapter 18.380). A request for a zone change can be processed concurrently with an annexation application or after the annexation has been approved.

As the previous section demonstrated, no changes are required in the zoning designations for the Plan Area, as the current designations reflect City of Tigard designations.

City of Tigard Community Development Code

2. Chapter 18.390.060: Type IV Procedure

Annexations are processed by means of a Type IV procedure, as governed by Chapter 18.390 of the Community Development Code (Title 18) using standards of approval contained in 18.390.020(B), which were addressed in the previous section. Chapter 18.390 requires City Council to hold a hearing on an annexation. It also requires the City to provide notice at least 10 days prior to the hearing by mail and to publish newspaper notice; the City mailed notice on April 3, 2006, and published public notice in *The Times* for two successive weeks (April 6, 2006, and April 13, 2006,) prior to the April 25, 2006, public hearing.

Additionally, Chapter 18.390.060 sets forth five decision-making considerations for a Type IV decision:

1. The Statewide Planning Goals and Guidelines adopted under Oregon Revised Statutes Chapter 197; The City's Comprehensive Plan has been acknowledged by the Land Conservation and Development Commission to be in compliance with state planning goals. As reviewed above, the annexation proposal meets the existing Comprehensive Plan policies and therefore is in compliance with state planning goals.

2. Any federal or state statutes or regulations found applicable;

ORS 222: State law (ORS222) allows for a city to annex contiguous land when owners of real property in the territory to be annexed submit a petition to the legislative body of the city. ORS 222.120 requires the city to hold a public hearing before its legislative body (City Council) and provide public notice to be published once each week for two successive weeks prior to the day of the hearing, in a newspaper of general circulation in the city, and shall cause notices of the hearing to be posted in four public places in the city for a like period.

The property owners of 13210 and 13280 SW Bull Mountain Road (WCTM 2S109AC, tax lots 1900 and 2000) have submitted a petition for annexation to the City. The proposed annexation territory (Wilson Ridge No. 2 Annexation) is contiguous to the City in three locations: on the site's west boundary abutting Wilson Ridge subdivision, along the site's east boundary abutting Alberta Rider School, and along portions of the site's northern boundary where it abuts SW Foran Terrace and territory in the 2004 Alpine View annexation (ZCA2004-00002). The City published public notice in *The Times* for two successive weeks (April 6, 2006, and April 13, 2006,) prior to the April 25, 2006, public hearing and posted the hearing notice at four public places beginning February 13, 2006: Tigard Library, Tigard City Hall, Tigard Permit Center, and on the proposed annexation territory. Staff finds that the provisions of ORS222.120 have been met.

3. Any applicable METRO regulations;

Chapter 3.09 of the Metro Code (Local Government Boundary Changes) includes standards to be addressed in annexation decisions, in addition to local and state review standards. Note that the report is available 15 days before the hearing (April 10, 2006, for an April 25, 2005, hearing). Staff has determined that the applicable METRO regulations (Metro Code 3.09.040(b) &(d)) have been met based on the following findings:

Metro 3.09.040 (b)

(b) Not later than 15 days prior to the date set for a change decision, the approving entity shall make available to the public a report that addresses the criteria in subsections (d) and (g) below, and that includes at a minimum the following:

(1) The extent to which urban services presently are available to serve the affected territory including any extra territorial extensions of service;
As addressed previously in this report, urban services are available to serve the affected territory.

(2) A description of how the proposed boundary change complies with any urban service provider agreements adopted pursuant to ORS 195.065 between the affected entity and all necessary parties;
As addressed previously in this report, the annexation proposal complies with all applicable provisions of urban service provider agreements (*Washington County – Tigard Urban Planning Area Agreement, July 2004; and Tigard Urban Service Agreement (2002)*).

(3) A description of how the proposed boundary change is consistent with the comprehensive land use plans, public facility plans, regional framework and functional plans, regional urban growth goals and objectives, urban planning agreements and similar agreements of the affected entity and of all necessary parties;

As addressed previously in this report, the annexation proposal complies with all applicable policies of the City of Tigard Comprehensive Plan and urban service provider agreements (*Washington County – Tigard Urban Planning Area Agreement, July 2004; and Tigard Urban Service Agreement (2002)*). The proposed annexation territory is within the Urban Growth Boundary and subject to the Regional Framework Plan and Urban Growth Management Functional Plan provisions. There are no specific applicable standards or criteria for boundary changes in the Regional Framework Plan or the Urban Growth Management Functional Plan. However, the City's Comprehensive Plan and Development Code have been amended to comply with Metro functional plan requirements. By complying with the Development Code and Comprehensive Plan, the annexation is consistent with the Functional Plan and the Regional Framework Plan.

(4) Whether the proposed boundary change will result in the withdrawal of the affected territory from the legal boundary of any necessary party; and

The area remains within Washington County but will require the territory to be withdrawn from the boundary of the Tigard Water District, the Washington County Enhanced Sheriff's Patrol District, Washington County Urban Roads Maintenance District, Washington County Street Lighting District #1, and the Washington County Vector Control District upon completion of the annexation.

(5) The proposed effective date of the decision.

The public hearing will take place April 25, 2006. If the Council adopts findings to approve ZCA2005-00005, the effective date of the annexation will be May 25, 2006.

Metro Code 3.09.040 (d)

(d) An approving entity's final decision on a boundary change shall include findings and conclusions addressing the following criteria:

1. Consistency with directly applicable provisions in an urban service provider agreement or annexation plan adopted pursuant to ORS 195.065;

The *Tigard Urban Service Agreement (2002)* includes the proposed annexation territory. The agreement specifies notice requirements for land use planning actions; the City provided notice of the proposed annexation to all applicable parties. The agreement states that the County and City will be supportive of annexations to the City, and the City shall endeavor to annex the Bull Mountain area in the near to mid-term. The annexation proposal is consistent with this agreement.

2. Consistency with directly applicable provisions of urban planning or other agreements, other than agreements adopted pursuant to ORS 195.065, between the affected entity and a necessary party;

The *Washington County – Tigard Urban Planning Area Agreement (July 2004)* includes the proposed annexation territory. The City has followed all processing and notice requirements in the UPAA, providing Washington County with 45-day notice prior to the public hearing. The agreement states that “so that all properties within the Tigard Urban Service Area will be served by the City, the County and City will be supportive of annexations to the City.” The City also provided notice to the affected CPO (CPO4B) per the agreement. The annexation proposal is consistent with this agreement.

3. Consistency with specific directly applicable standards or criteria for boundary changes contained in comprehensive land use plans and public facility plans;
As previously stated in this report, this proposal meets all applicable City of Tigard Comprehensive Plan provisions. This criterion is satisfied.

4. Consistency with specific directly applicable standards or criteria for boundary changes contained in the Regional Framework Plan or any functional plan;

This criterion was addressed under 3.09.040(b). By complying with the City of Tigard Community Development Code and Comprehensive Plan, the annexation is consistent with the Functional Plan and the Regional Framework Plan.

5. Whether the proposed change will promote or not interfere with the timely, orderly and economic provisions of public facilities and services;
The proposed annexation will not interfere with the provision of public facilities or services because it is consistent with the terms of the *Tigard Urban Service Agreement (2002)*, which ensures the timely, orderly, and efficient extension of public facilities and urban services; it is adjacent to existing city limits and services; and lastly, urban services are available to the proposed annexation territory and have not been found to significantly reduce existing service levels.

6. The territory lies within the Urban Growth Boundary; and
The subject territory is already within Metro’s Urban Growth Boundary.

7. Consistency with other applicable criteria for the boundary change in question under state and local law.

In previous sections, this report reviewed the proposal’s consistency with other applicable criteria and found it to be consistent.

(Tigard CDC 19.390.060)

4. Any applicable comprehensive plan policies; and

As demonstrated in previous sections of this report, the proposed annexation is consistent with, and meets, all applicable comprehensive plan policies.

5. Any applicable provisions of the City’s implementing ordinances.

There are no specific implementing ordinances that apply to this proposed annexation. Chapter 18 of the City Code will apply to development of the property.

SECTION VII. OTHER STAFF COMMENTS

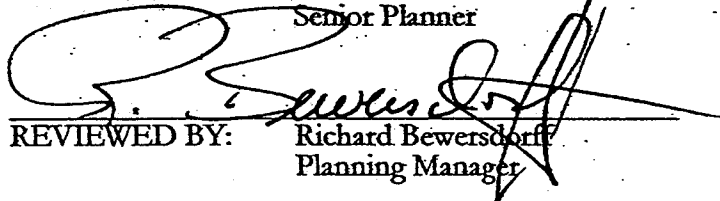
The City of Tigard Police and Public Works departments have reviewed the proposal and have no objections to it. The Public Works department noted that water will be provided by lines in Bull Mountain Road.

SECTION VIII. AGENCY COMMENTS

Tualatin Valley Fire and Rescue has reviewed and endorsed this annexation proposal. Tualatin Hills Park and Recreation District, Clean Water Services, Metro, the Tigard/Tualatin School District, Metro Area Communications and the Washington County Department of Land Use and Transportation were provided the opportunity to review this proposal and submitted no comments or objections.


PREPARED BY: Beth St. Amand
Senior Planner

4-10-06
DATE


REVIEWED BY: Richard Bewersdorff
Planning Manager



4-10-06
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Agenda Item #
Meeting Date

June 27, 2006

COUNCIL AGENDA ITEM SUMMARY
City Of Tigard, Oregon

Title Issue/Agenda An Ordinance Amending the Tigard Municipal Code (TMC) Section 7.52.100 to Regulate the Use of Alcohol in Some City Parks

Prepared By: Dan Plaza Dept Head Okay  City Mgr Okay 

ISSUE BEFORE THE COUNCIL AND KEY FACTS

If approved, this ordinance will ban the use of alcoholic beverages in Fanno Creek Park, Main Street Park, Liberty Park, and Commercial Park.

STAFF RECOMMENDATION

Adopt the ordinance.

KEY FACTS AND INFORMATION SUMMARY

- The current TMC permits the use of alcohol in all Tigard parks.
- The City has received complaints regarding alcohol consumption in the parks surrounding the downtown area, namely Fanno Creek Park, Main Street Park, Liberty Park, and Commercial Park.
- Some members of the Downtown Improvement Task Force have identified alcohol consumption in downtown parks as an issue that needs to be addressed if the area is to have a "family friendly" atmosphere.
- Under the proposed ordinance, regulated, responsible use of alcoholic beverages will continue to be permitted in City parks, with the exception of parks surrounding the downtown area.
- The Park and Recreation Advisory Board has been notified of this ordinance.

OTHER ALTERNATIVES CONSIDERED

The Council could choose not to adopt the ordinance.

COUNCIL GOALS AND TIGARD BEYOND TOMORROW VISION STATEMENT

None

ATTACHMENT LIST

Ordinance

FISCAL NOTES

No costs are associated with this ordinance.

CITY OF TIGARD, OREGON
TIGARD CITY COUNCIL
ORDINANCE NO. 06-_____

AN ORDINANCE AMENDING TIGARD MUNICIPAL CODE SECTION 7.52.100 TO REGULATE THE USE AND ABUSE OF ALCOHOL IN CITY PARKS.

WHEREAS, the abuse of alcohol in City parks surrounding the downtown area has become a significant problem despite existing regulations; and

WHEREAS, alcoholic beverages should be prohibited in these particular City parks; and

WHEREAS, the regulated, responsible use of alcoholic beverages should continue to be permitted under certain circumstances in some City parks; and

WHEREAS, the Council finds revision of the City's existing rules regarding the use of alcohol in City parks is in the public interest and necessary for the peace, health and safety of the general public.

NOW, THEREFORE, THE CITY OF TIGARD ORDAINS AS FOLLOWS:

SECTION 1: Tigard Municipal Code Section 7.52.100 is amended to read as follows
(Strike-through is language deleted from the code; **bold** language is added to the code):

~~7.52.100 Parks--Intoxicating Liquor Prohibited.~~

~~It is unlawful for any person to take into or upon any park any intoxicating liquor, for other than his own use. No intoxicated person shall enter or remain in any of the parks. The sale or dispensing of malt beverages containing not more than four percent of alcohol by weight, shall be allowed only after obtaining a permit to do so from the City Manager, upon recommendation of the Police Chief, and approval of the Oregon Liquor Control Commission.~~

7.52.100 Alcoholic Beverages in Parks

(a) For purposes of this section:

(1) "Alcoholic beverage" means any liquid containing any form of alcohol, including but not limited to malt and fermented beverages, whether licensed for sale in the state or not.

(2) "Person's own use" means for use by the person as well as use by any person attending the same social event. As used in this definition, "person" means a person of legal age to possess or drink alcoholic beverages.

(b) Except as provided in this section, it is unlawful for any person to take into or possess any alcoholic beverage in a City park, other than for the person's own use. No intoxicated person shall enter or remain in any City park. The sale of beer or wine in City parks shall be allowed only pursuant to a permit issued by the City Manager on recommendation of the Police Chief, and any such sale must comply with all applicable state liquor laws and permitting requirements. No other alcoholic beverages may be sold in City parks. The limited use and sale of alcoholic beverages allowed by this subsection does not apply to the parks listed in Subsection 3.

(c) It is unlawful to possess, control, or consume any alcoholic beverage in the following parks: Liberty Park, Main Street Park, Commercial Park and Fanno Creek Park.

(d) Failing to comply with any provision of this section shall be a violation. The civil penalty for violation of this section shall not exceed \$600 for the first violation, and shall not exceed \$1,000 for subsequent violations within 12 months of a previous violation of this section.

(e) All alcoholic beverages and alcoholic beverage containers brought into, possessed or otherwise present in a park in violation of this section are contraband and may be disposed of or retained as evidence by the City.

SECTION 2: This ordinance shall be effective 30 days after its passage by the Council, signature by the Mayor, and posting by the City Recorder.

PASSED: By _____ vote of all Council members present after being read by number and title only, this _____ day of _____, 2006.

Catherine Wheatley, City Recorder

APPROVED: By Tigard City Council this _____ day of _____, 2006.

Approved as to form:

Craig Dirksen, Mayor

City Attorney

Date

Agenda Item #

Meeting Date

June 27, 2006

COUNCIL AGENDA ITEM SUMMARY

City Of Tigard, Oregon

Issue/Agenda Title Finalization of Sanitary Sewer Reimbursement District No. 31 (SW O'Mara, Edgewood Streets)

Prepared By: G. Berry ^{5.8.} Dept Head Okay af Tom Coffee TC City Mgr Okay CP Craig Prosser

ISSUE BEFORE THE COUNCIL AND KEY FACTS

Finalize Sewer Reimbursement District No. 31, established to construct sanitary sewers in SW O'Mara and Edgewood Streets.

- City Council established Reimbursement District No. 31 to provide sewer service to 46 lots on SW O'Mara and Edgewood Streets.
- Construction of the project has been completed, final costs have been determined, and the City Engineer's Report has been revised accordingly.
- If City Council approves the Final City Engineer's Report, the owners within the district will be allowed to connect to the sewer upon payment of a reimbursement fee required by the Final City Engineer's Report.

STAFF RECOMMENDATION

Approve, by motion, the proposed resolution finalizing Reimbursement District No. 31 as modified by the Final City Engineer's Report.

KEY FACTS AND INFORMATION SUMMARY

- Council approved the formation of Reimbursement District No. 31 by Resolution No. 05-18 on March 8, 2005 following an informational hearing. No public testimony was offered during the hearing. Since then, construction of the improvements has been completed and final costs have been determined. The City Engineer's Report has been revised accordingly.
- This Reimbursement District installed sewer service to 46 lots on SW O'Mara and Edgewood Streets. The property owners must reimburse the City for a fair share of the cost of the public sewer at the time of connection to the sewer. In addition, each property owner must pay a connection fee, currently \$2,635, and is responsible for disconnecting the existing septic system according to County rules and for any other plumbing modifications necessary to connect to the public line. The connection fee will be increased to \$2,735 beginning July 1, 2006. The sewer connections are available should property owners need to connect. Owners will not be required to pay any fee until they connect to the sewer.
- Each owner has been notified of the hearing by mail. The notice, mailing list, and additional details are included in the City Engineer's Report attached as Exhibit A to the proposed resolution.

- If Council approves this request to finalize the Reimbursement District, owners within the district will be notified that the sewer is available for connection.

OTHER ALTERNATIVES CONSIDERED

None.

COUNCIL GOALS AND TIGARD BEYOND TOMORROW VISION STATEMENT

The project is part of the Citywide Sewer Extension Program established by City Council to provide sewer service to developed but unserved residential areas in the City. It meets the Tigard Beyond Tomorrow Growth and Growth Management goal of "Growth will be managed to protect the character and livability of established areas, protect the natural environment and provide open space throughout the community." Sewer service enhances the environment and protects the health of the residents by providing for the closure of septic systems 40 to 50 years old.

ATTACHMENT LIST

Attachment 1- Proposed Resolution
 Exhibit A, City Engineer's Report
 Exhibit B, Map (3 pages)
Attachment 2- Resolution No. 05-18 with Exhibits A, B (8 pages)
Attachment 3- Vicinity Map
Attachment 4- Communication Plan
Attachment 5- Notice to Owners
Attachment 6- Mailing List
Attachment 7- Resolution No. 01-46
Attachment 8- Resolution No. 03-55

FISCAL NOTES

At the time of district formation, the estimated cost of construction was \$710,502. Experience and testing in the project area indicated that poor soil and other subsurface conditions could reasonably be expected to substantially increase the cost of the project. To cover this additional cost, the estimate included a 15% contingency. All three project change orders were for extra work caused by subsurface conditions.

Change Order No.1, \$23,832, was for additional excavation required across the Senior Center parking lot. The parking lot was built on a fill uncharacteristic of the project area. Conventional shoring was inadequate to stabilize flowing sand and allow for the removal of large debris. Extra payment was allowed for the excavation of additional trench width required to install suitable shoring.

Change Order No. 2, \$40,233.50, protected 272 feet of City water line. The line was mislocated then damaged and repaired at contractor expense. To prevent further damage to the line and collapse of the side of the sewer trench, additional payment was allowed for the excavation and replacement of the material over the water line.

Change Order No. 3, \$8,400, was the repair of suspected damage to three service tees. At the deepest portion of the sewer, the only feasible method of installing the tees was likely to result in damage to the tees. Because of the depth of

the sewer, the extent of damage to the tees could not be determined. Moreover, the tees were too deep for feasible repair once the street was reconstructed. As a result, payment was allowed for the tees with cured in place pipe liners.

The construction was completed at a cost of \$682,118.59, 4% less than the engineer's estimate of \$710,502. The total project cost, including the cost of construction plus an amount for administration and engineering as defined in TMC 13.09.040(1) is \$774,204.60.

The portion of the final cost assigned to each owner is tabulated in Exhibit A of the attached proposed resolution. The cost to each owner under the Incentive Program established by Resolution 01-46 is also shown.

Funding is by unrestricted sanitary sewer funds.

CITY OF TIGARD, OREGON

RESOLUTION NO. 06-_____

A RESOLUTION FINALIZING SANITARY SEWER REIMBURSEMENT DISTRICT NO. 31 (SW O'MARA AND EDGEWOOD STREETS) AND AMENDING THE PRELIMINARY CITY ENGINEER'S REPORT CONTAINED IN RESOLUTION NO. 05-18.

WHEREAS, on March 8, 2005, the City Council approved Resolution 05-18 to form Sanitary Sewer District No. 31 to construct sewers in SW O'Mara and Streets in accordance with TMC Chapter 13.09; and

WHEREAS, Resolution No. 05-18 included the City Engineer's Report that included an estimated construction and total project cost; and

WHEREAS, construction of the sewer improvements has been completed, final costs have been determined, and the City Engineer's Report has been revised to include the final costs as required by TMC 13.09.105 (1); and

WHEREAS, the property owners within the district have been notified of an informational hearing in accordance with TMC 13.09.060 and an informational hearing was conducted in accordance with TMC 13.09.105; and

WHEREAS, the City Council has determined that the proposed revisions to the City Engineer's Report, as recommended by the City Engineer, are appropriate.

NOW, THEREFORE, BE IT RESOLVED by the Tigard City Council that:

SECTION 1 The Final City Engineer's Report titled "Sanitary Sewer Reimbursement District No. 31", attached hereto as Exhibit A, is hereby approved.

SECTION 2 The City Engineer's Report as presented in Resolution No. 05-18 is hereby amended by the attached Final City Engineer's Report (Exhibit A).

SECTION 3 The City Recorder shall cause a copy of this resolution to be filed in the office of the County Recorder and shall mail a copy of this resolution to all affected property owners at their last known address.

SECTION 4 This resolution is effective immediately upon passage.

PASSED: This _____ day of _____ 2006.

Mayor - City of Tigard

ATTEST:

City Recorder - City of Tigard

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Exhibit A
Final City Engineer's Report
Sanitary Sewer Reimbursement District No. 31
(SW O'Mara, Edgewood Streets)

Background

This project was constructed and funded under the City of Tigard Neighborhood Sewer Extension Program (NSEP). Under the program, the City of Tigard installed public sewers to each lot within the project area. At the time the property owner connects to the sewer, the owner must pay a connection fee, currently \$2,635, and reimburse the City for a fair share of the cost of the public sewer. The connection fee increases to \$2,735 beginning July 1, 2006. There is no requirement to connect to the sewer or pay any fee until connection is made. In addition, property owners are responsible for disconnecting their existing septic system according to Washington County rules and for any other modifications necessary to connect to the public sewer.

Project Area - Zone of Benefit

Serving the forty-six lots in the following table required the extension of a sewer from an interceptor sewer along Fanno Creek north of SW O'Mara Street. The sewer has provided service to the lots along SW O'Mara Street east of SW Chelsea Loop. The lots along SW O'Mara Street west of SW Chelsea Loop are currently served by sewers constructed through Reimbursement Districts Nos. 17, 23, and 28.

The project has provided sewer service to a total of forty-six lots as shown on Exhibit Map B.

Cost

The final cost for the sanitary sewer construction to provide service to the forty-six lots is \$682,118.59. Engineering and inspection fees amount to \$92,086.01 (13.5%) as defined in TMC 13.09.040(1). The final total project cost is \$774,204.60. This is the amount that should be reimbursed to the sanitary sewer fund as properties connect to the sewer and pay their fair share of the total amount. However, the actual amount that each property owner pays is subject to the City's incentive program for early connections.

In addition to sharing the cost of the public sewer line, each property owner will be required to pay an additional connection and inspection fee when connection to the public line is made. All owners will be responsible for all plumbing costs required for work done on private property.

Reimbursement Rate

Except for the three R-12 lots between SW Chelsea Loop and SW O'Mara Street, all properties are zoned R-4.5 and vary in lot size from about thirteen thousand to fifty eight thousand square feet, as may be seen in the following list of lots. Therefore, it is recommended that the total cost of the project be divided among the forty-six properties proportional to the square footage of each property.

Other reimbursement methods include dividing the cost equally among the owners or by the length of frontage of each property. These methods are not recommended because there is no correlation between these methods and the cost of providing service to each lot or the benefit to each lot.

Each property owner's final fair share of the public sewer line is \$0.638124 per square foot of the lot served. Each owner's fair share would be limited to \$6,000 to the extent that it does not exceed \$15,000, for connections completed within three years of City Council approval of the final City Engineer's Report following construction in accordance with Resolution No. 01-46 (attached). In addition to paying for the first \$6,000, owners will remain responsible for paying all actual costs that exceed \$15,000. Upon request, payment of costs that exceed \$15,000 may be deferred until the lot is developed as provided by Resolution No. 03-55 (attached).

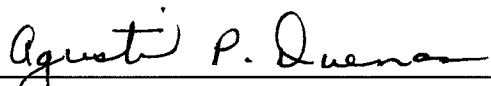
Annual Fee Adjustment

TMC 13.09.115 states that an annual percentage rate shall be applied to each property owner's fair share of the sewer line costs on the anniversary date of the reimbursement agreement. The Finance Director has set the annual interest rate at 6.05% as stated in City of Tigard Resolution No. 98-22.

Recommendation

It is recommended that Reimbursement District No. 31 be finalized with an annual fee increase as indicated above and that the reimbursement district continue for fifteen years as provided in the Tigard Municipal Code (TMC) 13.09.110(5). Fifteen years after the formation of the reimbursement district, properties connecting to the sewer would no longer be required to pay the reimbursement fee.

Submitted June 13, 2006


Agustin P. Duenas, P.E.
City Engineer

O'MARA ST & EDGEWOOD ST
FY 2004-05 Sanitary Sewer Extension Program Reimbursement District No. 31

Cost to Property Owners Based on Final Project Cost

May 26, 2006

OWNER	SITE ADDRESS	TAX LOT ID	AREA (S.F.)	AREA (AC)	FINAL COST TO PROPERTY OWNER	* PAID BY OWNER	PAID BY CITY
ABBOTT TERRY A & LAURIE J	8995 SW EDGEWOOD ST	2S102DC00503	24689.30088	0.567	\$15,755	\$6,755	\$9,000
BAILEY LAWRENCE E II & ROSEL LA K	9355 SW EDGEWOOD ST	2S102DC00101	20056.49867	0.460	\$12,799	\$6,000	\$6,799
BLICK CARL J & DONA JEAN	8740 SW O'MARA ST	2S102DD01500	20175.60963	0.463	\$12,875	\$6,000	\$6,875
BOTHWELL ANNE M	9265 SW EDGEWOOD ST	2S102DC00400	15637.36644	0.359	\$9,979	\$6,000	\$3,979
CLARK PAUL E & BETTY J	9160 SW EDGEWOOD ST	2S102DC01603	33997.19912	0.780	\$21,694	\$12,694	\$9,000
CROSSWHITE DAVID E & JANICE A	8855 SW EDGEWOOD ST	2S102DC00900	50911.32084	1.169	\$32,488	\$23,488	\$9,000
DEMMIN DWAYNE W & ANGELA L	8930 SW O'MARA ST	2S102DC00600	13625.66136	0.313	\$8,695	\$6,000	\$2,695
DUFFIELD EDWARD & SUSAN D	8895 SW EDGEWOOD ST	2S102DC01200	16186.11959	0.372	\$10,329	\$6,000	\$4,329
GEDNEY FRAYNIE M TRUSTEE	9270 SW EDGEWOOD ST	2S102DC01800	50411.28438	1.157	\$32,169	\$23,169	\$9,000
WITCOSKY, TAMMY for Gedney	mail: 9400 SW Panorama Place	Portland, OR 97225					
GEOFFROY DOUGLAS B	9325 SW EDGEWOOD ST	2S102DC00200	24743.33031	0.568	\$15,789	\$6,789	\$9,000
GETSINGER EVELYN M FAMILY TRUST	9400 SW EDGEWOOD ST	2S102DC02001	35250.63218	0.809	\$22,494	\$13,494	\$9,000
GILCHRIST EARL & J NONA	9100 SW EDGEWOOD ST	2S102DC01601	56928.39634	1.307	\$36,327	\$27,327	\$9,000
GOETZ HOWARD V & NANCY K	8935 SW EDGEWOOD ST	2S102DC01100	18293.89408	0.420	\$11,674	\$6,000	\$5,674
GUERRANT ORVILLE D	9510 SW EDGEWOOD ST	2S102CD02200	46701.73554	1.072	\$29,801	\$20,801	\$9,000
HARRIS RICK G	8930 SW EDGEWOOD ST	2S102DC01305	16305.66235	0.374	\$10,405	\$6,000	\$4,405
HAWKINS JEFFERY S	8900 SW O'MARA ST	2S102DC00700	13645.65324	0.313	\$8,708	\$6,000	\$2,708
HOLLAND RONALD P & MARY L	8850 SW EDGEWOOD ST	2S102DD01603	20109.18295	0.462	\$12,832	\$6,000	\$6,832
HOLSTEIN MARVIN R & LORETTA R TRS	8710 SW O'MARA ST	2S102DD01400	23691.77358	0.544	\$15,118	\$6,118	\$9,000
HURLBUTT WILLIAM M & CHRISTINE	8990 SW EDGEWOOD ST	2S102DC01400	57718.68462	1.325	\$36,832	\$27,832	\$9,000
JENSEN DAVID L AND LOIS C	8840 SW EDGEWOOD ST	2S102DD01601	21395.25091	0.491	\$13,653	\$6,000	\$7,653
JOHNSON CLARENCE DEAN	9440 SW EDGEWOOD ST	2S102CD02300	54799.29846	1.258	\$34,969	\$25,969	\$9,000
KANDZIORA GABRIELA	9360 SW EDGEWOOD ST	2S102DC02000	43470.80722	0.998	\$27,740	\$18,740	\$9,000
KING SCOTT G & ELIZABETH A	9235 SW EDGEWOOD ST	2S102DC00403	26879.06574	0.617	\$17,152	\$8,152	\$9,000
KRAEMER JULIA A & MARK W	13545 SW HALL BLVD	2S102DD01300	31045.22428	0.713	\$19,811	\$10,811	\$9,000
LALLY DONALD P & BRENDA J	8870 SW O'MARA ST	2S102DC00800	13625.64321	0.313	\$8,695	\$6,000	\$2,695
LARSEN PAUL ANDREW	9115 SW EDGEWOOD ST	2S102DC00510	23540.26543	0.540	\$15,022	\$6,022	\$9,000
LARVIK KENNETH E	9155 SW EDGEWOOD ST	2S102DC00507	23472.75149	0.539	\$14,979	\$6,000	\$8,979
LASNIEWSKI WILLIAM L	8860 SW EDGEWOOD ST	2S102DD01604	20954.86421	0.481	\$13,372	\$6,000	\$7,372
MADSEN JUDITH L	9515 SW EDGEWOOD ST	2S102CD01100	14909.53089	0.342	\$9,514	\$6,000	\$3,514
MCANDREW JOHN W & ANGELA D	8830 SW O'MARA ST	2S102DD01501	28545.5965	0.655	\$18,216	\$9,216	\$9,000
MITCHELL CARL R	9435 SW EDGEWOOD ST	2S102CD04600	20544.81671	0.472	\$13,110	\$6,000	\$7,110
MUTSCHLER DAVID K	9465 SW EDGEWOOD ST	2S102CD01000	12594.65596	0.289	\$8,037	\$6,000	\$2,037
OTT GARETH & S ANNE	9055 SW EDGEWOOD ST	2S102DC00509	23669.8938	0.543	\$15,104	\$6,104	\$9,000
OTTING LOIS E	8885 SW O'MARA ST	2S102DB00603	15001.32759	0.344	\$9,573	\$6,000	\$3,573
PALMER MARCIA R	9070 SW EDGEWOOD ST	2S102DC01501	22918.17354	0.526	\$14,625	\$6,000	\$8,625
RUSSELL NORMAN L	8857 SW EDGEWOOD ST	2S102DC01000	33464.58903	0.768	\$21,355	\$12,355	\$9,000
SABBE REMI & APRIL	9175 SW EDGEWOOD ST	2S102DC00505	23454.92307	0.538	\$14,967	\$6,000	\$8,967
SIMMONS CRAIG & JOELLE	9300 SW EDGEWOOD ST	2S102DC01900	41056.57049	0.943	\$26,199	\$17,199	\$9,000
STEINBICHLER GEORGE	8855 SW O'MARA ST	2S102DB00601	14876.85707	0.342	\$9,493	\$6,000	\$3,493
SULLIVAN RICHARD A & SUZANNE P	9085 SW EDGEWOOD ST	2S102DC00501	23606.74177	0.542	\$15,064	\$6,064	\$9,000
TENY GEORGE & JENNA	9200 SW EDGEWOOD ST	2S102DC01700	31528.01019	0.724	\$20,119	\$11,119	\$9,000
TOKUDA KAZUhide	8870 SW EDGEWOOD ST	2S102DD01602	18280.24651	0.420	\$11,665	\$6,000	\$5,665
UNDERHILL MARK R	8960 SW EDGEWOOD ST	2S102DC01401	15021.67692	0.345	\$9,586	\$6,000	\$3,586
WACHSMUTH LOUIS J	9285 SW EDGEWOOD ST	2S102DC00404	15442.88997	0.355	\$9,854	\$6,000	\$3,854
WILSON JOHN G & JODY K	8965 SW EDGEWOOD ST	2S102DC00504	24761.79526	0.568	\$15,801	\$6,801	\$9,000
ZINDA TODD	8915 SW O'MARA ST	2S102DB00602	15309.16854	0.351	\$9,769	\$6,000	\$3,769
Totals			1213250	27.85	\$774,204	\$451,019	\$323,185

(Cost to Owners + Cost to City) = \$774,204

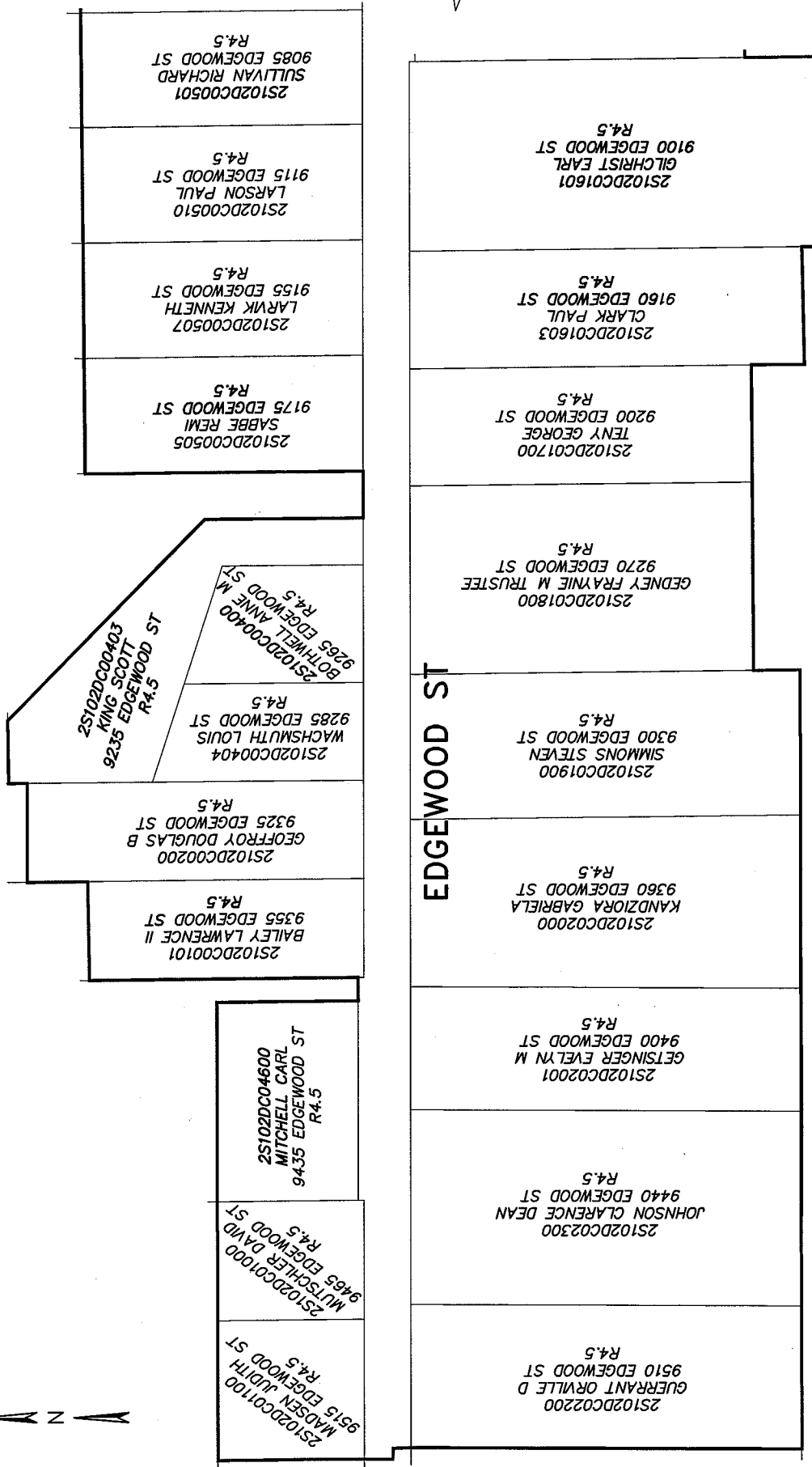
O'MARA ST & EDGEWOOD ST
FY 2004-05 Sanitary Sewer Extension Program Reimbursement District No. 31
Cost to Property Owners Based on Final Project Cost

May 26, 2006

Final Construction Cost	\$682,118.59
13.5% (Admin & Eng)	\$92,086.01
total project costs	\$774,204.60
total area to be served (S.F.)	1,213,250
total cost per S.F. to property owner	\$0.638124

O'MARA ST & EDGEWOOD ST
 FY 2004-05 SANITARY SEWER EXTENSION PROGRAM
 REIMBURSEMENT DISTRICT #31

A PORTION OF THE SW 1/4 OF SECTION 2 T2S R1W W.M.



SEE EXHIBIT B (P2)

NOTE:

All properties in the reimbursement district are zoned R4.5 & R12

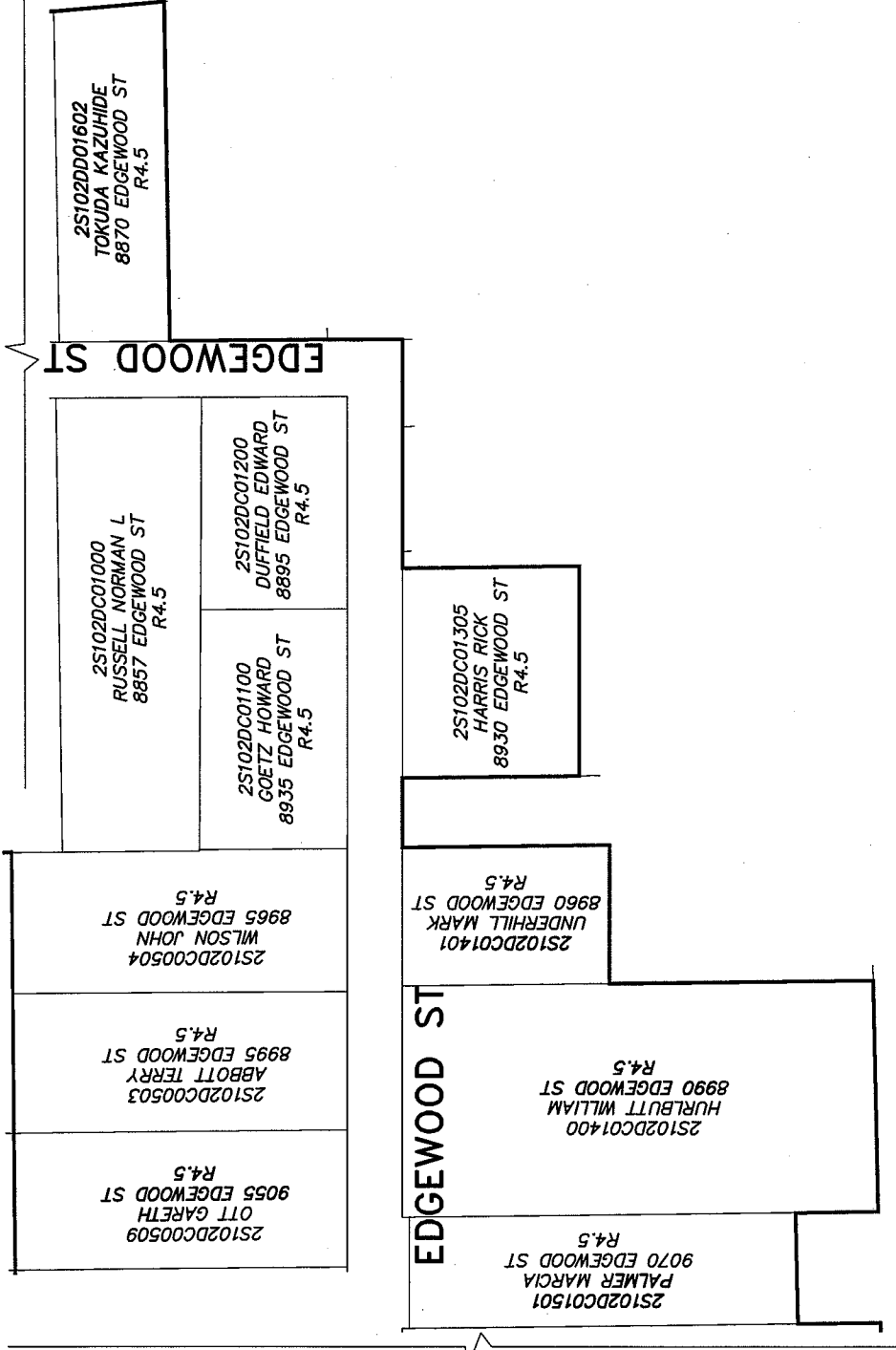
EXHIBIT B (p1)
 NTS

O'MARA ST & EDGEWOOD ST
 FY 2004-05 SANITARY SEWER EXTENSION PROGRAM
 REIMBURSEMENT DISTRICT #31

A PORTION OF THE SW 1/4 OF SECTION 2 T2S R1W W.M.



SEE EXHIBIT B (P3)



SEE EXHIBIT B (P1)

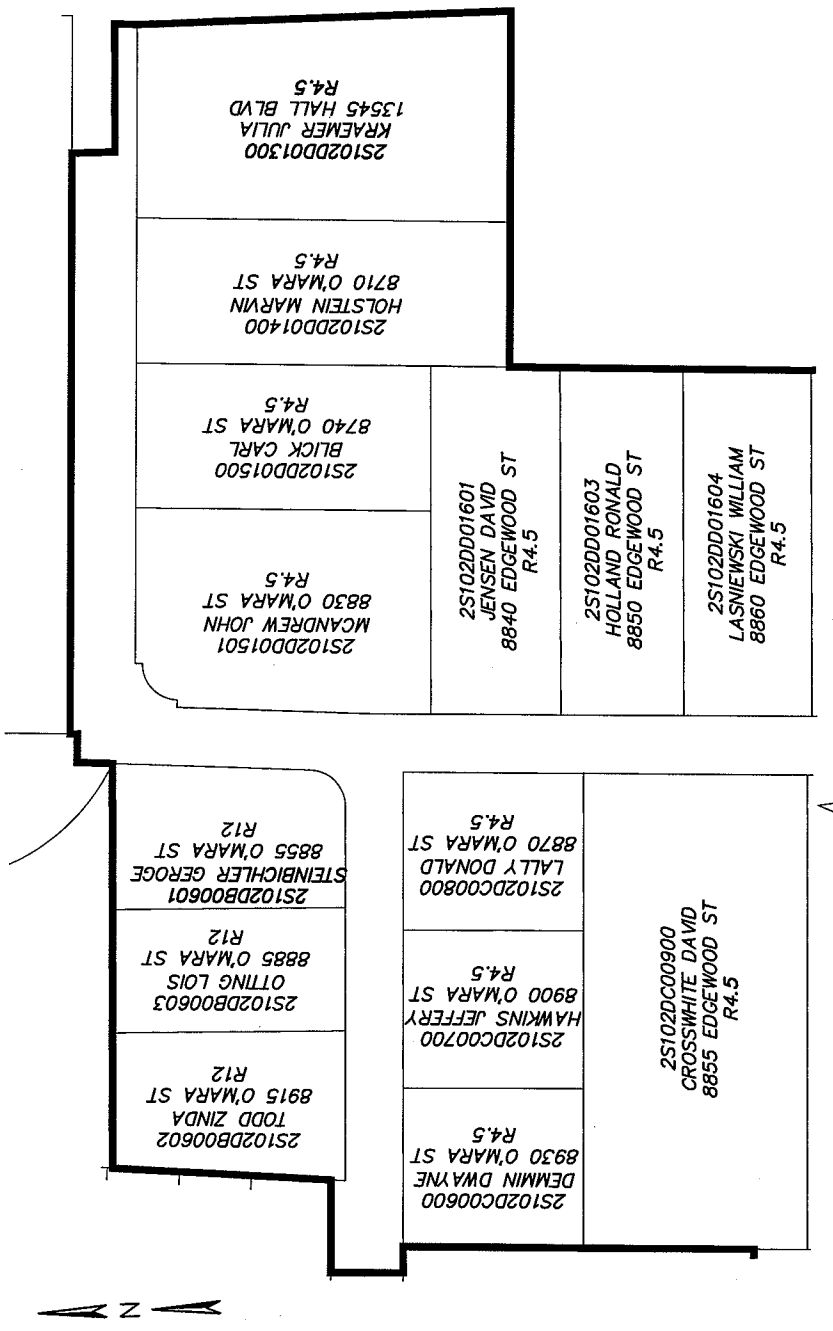
NOTE:

All properties in the reimbursement district are zoned R4.5 & R12

EXHIBIT B (p2)

NTS

O'MARA ST & EDGEWOOD ST
 FY 2004-05 SANITARY SEWER EXTENSION PROGRAM
 REIMBURSEMENT DISTRICT #31
 A PORTION OF THE SW 1/4 OF SECTION 2 T2S R1W W.M.



SEE EXHIBIT B (P2)

NOTE:
 All properties in the reimbursement district are zoned R4.5 & R12

EXHIBIT B (p3)
 NTS

CITY OF TIGARD, OREGON

RESOLUTION NO. 05- 18A RESOLUTION ESTABLISHING SANITARY SEWER REIMBURSEMENT DISTRICT NO. 31
(SW O'MARA, EDGEWOOD STREETS)

WHEREAS, the City has initiated the Neighborhood Sewer Extension Program to extend public sewers and recover costs through Reimbursement Districts in accordance with TMC Chapter 13.09; and

WHEREAS, these property owners have been notified of a public hearing in accordance with TMC 13.09.060 and a public hearing was conducted in accordance with TMC 13.09.050; and

WHEREAS, the City Engineer has submitted a report describing the improvements, the area to be included in the Reimbursement District, the estimated costs, a method for spreading the cost among the parcels within the District, and a recommendation for an annual fee adjustment; and

WHEREAS, the City Council has determined that the formation of a Reimbursement District as recommended by the City Engineer is appropriate.

NOW, THEREFORE, BE IT RESOLVED by the Tigard City Council that:

SECTION 1 The City Engineer's report titled "Sanitary Sewer Reimbursement District No. 31", attached hereto as Exhibit A, is hereby approved.

SECTION 2 A Reimbursement District is hereby established in accordance with TMC Chapter 13.09. The District shall be the area shown and described on Exhibit B. The District shall be known as "Sanitary Sewer Reimbursement District No. 31, SW O'Mara, Edgewood Streets."

SECTION 3 Payment of the reimbursement fee as shown in Exhibit A is a precondition of receiving City permits applicable to development of each parcel within the Reimbursement District as provided for in TMC 13.09.110.

SECTION 4 An annual fee adjustment, at a rate recommended by the Finance Director, shall be applied to the Reimbursement Fee.

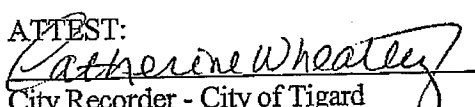
SECTION 5 The City Recorder shall cause a copy of this resolution to be filed in the office of the County Recorder and shall mail a copy of this resolution to all affected property owners at their last known address, in accordance with TMC 13.09.090.

SECTION 6 This resolution is effective immediately upon passage.

PASSED: This 8th day of March 2005.


Mayor - City of Tigard

ATTEST:


City Recorder - City of Tigard

RESOLUTION NO. 05 -

Page 1

Exhibit A
City Engineer's Report
Sanitary Sewer Reimbursement District No. 31
(SW O'Mara and Edgewood Streets)

Background

This project will be constructed and funded under the City of Tigard Neighborhood Sewer Extension Program (NSEP). Under the program the City of Tigard would install public sewers to each lot within the project area. At the time the property owner connects to the sewer, the owner would pay a connection fee, currently \$2,535, and reimburse the City for a fair share of the cost of the public sewer. There is no requirement to connect to the sewer or pay any fee until connection is made. In addition, property owners are responsible for disconnecting their existing septic system according to Washington County rules and for any other modifications necessary to connect to the public sewer.

Project Area - Zone of Benefit

Serving the forty-six lots in the following table will require the extension of a sewer from an interceptor sewer along Fanno Creek north of SW O'Mara Street. The sewer will provide service to the lots along SW O'Mara Street east of SW Chelsea Loop. The lots along SW O'Mara Street west of SW Chelsea Loop are currently served by sewers constructed through Reimbursement Districts Nos, 17, 23 and 28.

The proposed project would provide sewer service to a total of forty-six lots as shown on Exhibit Map B.

Cost

The estimated cost for the sanitary sewer construction to provide service to the forty-six lots is \$710,502. Engineering and inspection fees amount to \$95,918 (13.5%) as defined in TMC 13.09.040(1). The estimated total project cost is \$806,420. This is the total estimated amount that should be reimbursed to the sanitary sewer fund as properties connect to the sewer and pay their fair share of the total amount. However, the actual amount that each property owner pays is subject to the City's incentive program for early connections.

In addition to sharing the cost of the public sewer line, each property owner will be required to pay an additional \$2,535 connection and inspection fee when connection to the public line is made. All owners will be responsible for all plumbing costs required for work done on private property.

Reimbursement Rate

Except for the three R-12 lots between SW Chelsea Loop and SW O'Mara Street, all properties are zoned R-4.5 and vary in lot size from about thirteen thousand to about fifty eight thousand square feet, as can be seen in the following list of lots. The three R-12 lots are developed with single family houses in a character similar to the remaining lots within the proposed district. Therefore, it is recommended that the total cost of this project be divided among the forty-six properties proportional to the square footage of each property.

Other reimbursement methods include dividing the cost equally among the owners or by the length of frontage of each property. These methods are not recommended because there is no correlation between these methods and the cost of providing service to each lot or the benefit to each lot.

Each property owner's estimated fair share of the public sewer line is \$0.66467755 per square foot of the lot served. Each owner's fair share would be limited to \$6,000 to the extent that it does not exceed \$15,000, for connections completed within three years of City Council approval of the final City Engineer's Report following construction in accordance with Resolution No. 01-46 (attached). In addition to paying for the first \$6,000, owners will remain responsible for paying all actual costs that exceed \$15,000. Upon request, payment of costs that exceed \$15,000 may be deferred until the lot is developed as provided by Resolution No. 03-55 (attached).

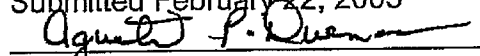
Annual Fee Adjustment

TMC 13.09.115 states that an annual percentage rate shall be applied to each property owner's fair share of the sewer line costs on the anniversary date of the reimbursement agreement. The Finance Director has set the annual interest rate at 6.05% as stated in City of Tigard Resolution No. 98-22.

Recommendation

It is recommended that a reimbursement district be formed with an annual fee increase as indicated above and that the reimbursement district continue for fifteen years as provided in the Tigard Municipal Code (TMC) 13.09.110(5). Fifteen years after the formation of the reimbursement district, properties connecting to the sewer would no longer be required to pay the reimbursement fee.

Submitted February 22, 2005



Agustín P. Duenas, P.E.

City Engineer

h:\eng\reg\reimbursement\districts\31 o'mara edgewood\formation\03-08-05 reim dist 31 report app a.doc

O'MARA ST & EDGEWOOD ST

Reimbursement District No. 31

Estimated Cost to Property Owners

November 17, 2004

OWNER	SITE ADDRESS	TAX LOT ID	AREA (S.F.)	AREA (AC)	ESTIMATED COST TO PROPERTY OWNER	PAID BY OWNER	PAID BY CITY
1 ABBOTT TERRY A & LAURIE J	8995 SW EDGEWOOD ST	2S102DC00503	24689.30088	0.567	\$16,410	\$7,410	\$9,000
2 BAILEY LAWRENCE E II & ROSELLA K	9355 SW EDGEWOOD ST	2S102DC00101	20056.49867	0.460	\$13,331	\$6,000	\$7,331
3 BLICK CARL J & DONA JEAN	8740 SW O'MARA ST	2S102DD01500	20175.60963	0.463	\$13,410	\$6,000	\$7,410
4 BOTHWELL ANNE M	9265 SW EDGEWOOD ST	2S102DC00400	15637.36644	0.359	\$10,394	\$6,000	\$4,394
5 CLARK PAUL E & BETTY J	9160 SW EDGEWOOD ST	2S102DC01603	33997.19912	0.780	\$22,597	\$13,597	\$9,000
6 CROSSWHITE DAVID E & JANICE A	8855 SW EDGEWOOD ST	2S102DC00900	50911.32084	1.169	\$33,840	\$24,840	\$9,000
7 DEMMIN DWAYNE W & ANGELA L	8930 SW O'MARA ST	2S102DC00600	13625.66136	0.313	\$9,057	\$6,000	\$3,057
8 DUFFIELD EDWARD & SUSAN D	8895 SW EDGEWOOD ST	2S102DC01200	16186.11959	0.372	\$10,759	\$6,000	\$4,759
9 GEDNEY FRAYNIE M TRUSTEE	9270 SW EDGEWOOD ST	2S102DC01800	50411.28438	1.157	\$33,507	\$24,507	\$9,000
WITCOSKY, TAMMY for Gedney	mail: 9400 SW Panorama Place	Portland, OR 97225					
10 GEOFFROY DOUGLAS B	9325 SW EDGEWOOD ST	2S102DC00200	24743.33031	0.568	\$16,446	\$7,446	\$9,000
11 GETSINGER EVELYN M FAMILY TRUST	9400 SW EDGEWOOD ST	2S102DC02001	35250.63218	0.809	\$23,430	\$14,430	\$9,000
12 GILCHRIST EARL & J NONA	9100 SW EDGEWOOD ST	2S102DC01601	58928.39634	1.307	\$37,839	\$28,839	\$9,000
13 GOETZ HOWARD V & NANCY K	8835 SW EDGEWOOD ST	2S102DC01100	18293.89408	0.420	\$12,160	\$6,000	\$6,160
14 GUERRANT ORVILLE D	9510 SW EDGEWOOD ST	2S102CD02200	46701.73554	1.072	\$31,042	\$22,042	\$9,000
15 HARRIS RICK G	8930 SW EDGEWOOD ST	2S102DC01305	16305.66235	0.374	\$10,638	\$6,000	\$4,638
16 HAWKINS JEFFERY S	8900 SW O'MARA ST	2S102DC00700	13645.65324	0.313	\$9,070	\$6,000	\$3,070
17 HOLLAND RONALD P & MARY L	8850 SW EDGEWOOD ST	2S102DD01603	20109.18295	0.462	\$13,366	\$6,000	\$7,366
18 HOLSTEIN MARVIN R & LORETTA R TRS	8710 SW O'MARA ST	2S102DD01400	23691.77358	0.544	\$15,747	\$6,747	\$9,000
19 HURLBUTT WILLIAM M & CHRISTINE	8990 SW EDGEWOOD ST	2S102DC01400	57718.68462	1.325	\$38,364	\$29,364	\$9,000
20 JENSEN DAVID L AND LOIS C	8840 SW EDGEWOOD ST	2S102DD01601	21395.25091	0.491	\$14,221	\$6,000	\$8,221
21 JOHNSON CLARENCE DEAN	9440 SW EDGEWOOD ST	2S102CD02300	54799.29846	1.258	\$36,424	\$27,424	\$9,000
22 KANDZIORA GABRIELA	9360 SW EDGEWOOD ST	2S102DC02000	43470.80722	0.998	\$28,894	\$19,894	\$9,000
23 KING SCOTT G & ELIZABETH A	9235 SW EDGEWOOD ST	2S102DC00403	26879.06574	0.617	\$17,866	\$8,866	\$9,000
24 KRAEMER JULIA A & MARK W	13545 SW HALL BLVD	2S102DD01300	31045.22428	0.713	\$20,635	\$11,635	\$9,000
25 LALLY DONALD P & BRENDA J	8870 SW O'MARA ST	2S102DC00800	13625.64321	0.313	\$9,057	\$6,000	\$3,057
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27 LARVIK KENNETH E	9155 SW EDGEWOOD ST	2S102DC00507	23472.75149	0.539	\$15,602	\$6,602	\$9,000
28 LASNIEWSKI WILLIAM L	8860 SW EDGEWOOD ST	2S102DC01604	20954.86421	0.481	\$13,928	\$6,000	\$7,928
29 MADSEN JUDITH L	9515 SW EDGEWOOD ST	2S102CD01100	14909.53089	0.342	\$9,910	\$6,000	\$3,910
30 MCANDREW JOHN W & ANGELA D	8830 SW O'MARA ST	2S102DD01501	28545.5965	0.655	\$18,974	\$9,974	\$9,000
31 MITCHELL CARL R	9435 SW EDGEWOOD ST	2S102CD04600	20544.81671	0.472	\$13,656	\$6,000	\$7,656
32 MUTSCHLER DAVID K	9465 SW EDGEWOOD ST	2S102CD01000	12594.65596	0.289	\$8,371	\$6,000	\$2,371
33 OTT GARETH & S ANNE	9055 SW EDGEWOOD ST	2S102DC00509	23669.8938	0.543	\$15,733	\$6,733	\$9,000
34 OTTING LOIS E	8885 SW O'MARA ST	2S102DB00603	15001.32759	0.344	\$9,971	\$6,000	\$3,971
35 PALMER MARCIA R	9070 SW EDGEWOOD ST	2S102DC01501	22918.17354	0.526	\$15,233	\$6,233	\$9,000
36 RUSSELL NORMAN L	8857 SW EDGEWOOD ST	2S102DC01000	33464.58903	0.768	\$22,243	\$13,243	\$9,000
37 SABBE REMI & APRIL	9175 SW EDGEWOOD ST	2S102DC00505	23454.92307	0.538	\$15,590	\$6,590	\$9,000
38 SIMMONS CRAIG & JOELLE	9300 SW EDGEWOOD ST	2S102DC01900	41056.57049	0.943	\$27,289	\$18,289	\$9,000
39 STEINBICHLER GEORGE	8855 SW O'MARA ST	2S102DB00601	14876.85707	0.342	\$9,888	\$6,000	\$3,888
40 SULLIVAN RICHARD A & SUZANNE P	9085 SW EDGEWOOD ST	2S102DC00501	23606.74177	0.542	\$15,691	\$6,691	\$9,000
41 TENY GEORGE & JENNA	9200 SW EDGEWOOD ST	2S102DC01700	31528.01019	0.724	\$20,956	\$11,956	\$9,000
42 TOKUDA KAZUhide	8870 SW EDGEWOOD ST	2S102DD01602	18280.24651	0.420	\$12,150	\$6,000	\$6,150
43 UNDERHILL MARK R	8960 SW EDGEWOOD ST	2S102DC01401	15021.67692	0.345	\$9,985	\$6,000	\$3,985
44 WACHSMUTH LOUIS J	9285 SW EDGEWOOD ST	2S102DC00404	15442.88997	0.355	\$10,265	\$6,000	\$4,265
45 WILSON JOHN G & JODY K	8965 SW EDGEWOOD ST	2S102DC00504	24761.79526	0.568	\$16,459	\$7,459	\$9,000
46 ZINDA TODD	8915 SW O'MARA ST	2S102DB00602	15309.16854	0.351	\$10,176	\$6,000	\$4,176

Totals	1213250	27.85	\$806,420	\$473,458	\$332,962
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PROJECT TOTAL (Cost to Owners + Cost to City)

\$806,420

O'MARA ST & EDGEWOOD ST
Reimbursement District No. 31
*Estimated Cost to Property Owners
Summary
November 17, 2004*

Estimated Construction Cost	\$617,828
15% contingency (construction)	\$92,674
Estimated construction subtotal	\$710,502
13.5% contingency (Admin & Eng)	\$95,918
total project costs	\$806,420
total area to be served (S.F.)	1,213,250
total cost per S.F. to property owner	\$0.66467755

O'MARA, McDONALD
 SANITARY SEWER IMPROVEMENTS REIMBURSEMENT DISTRICT #31
 A PORTION OF THE SW 1/4 OF SECTION 2 T2S R1W W.M.

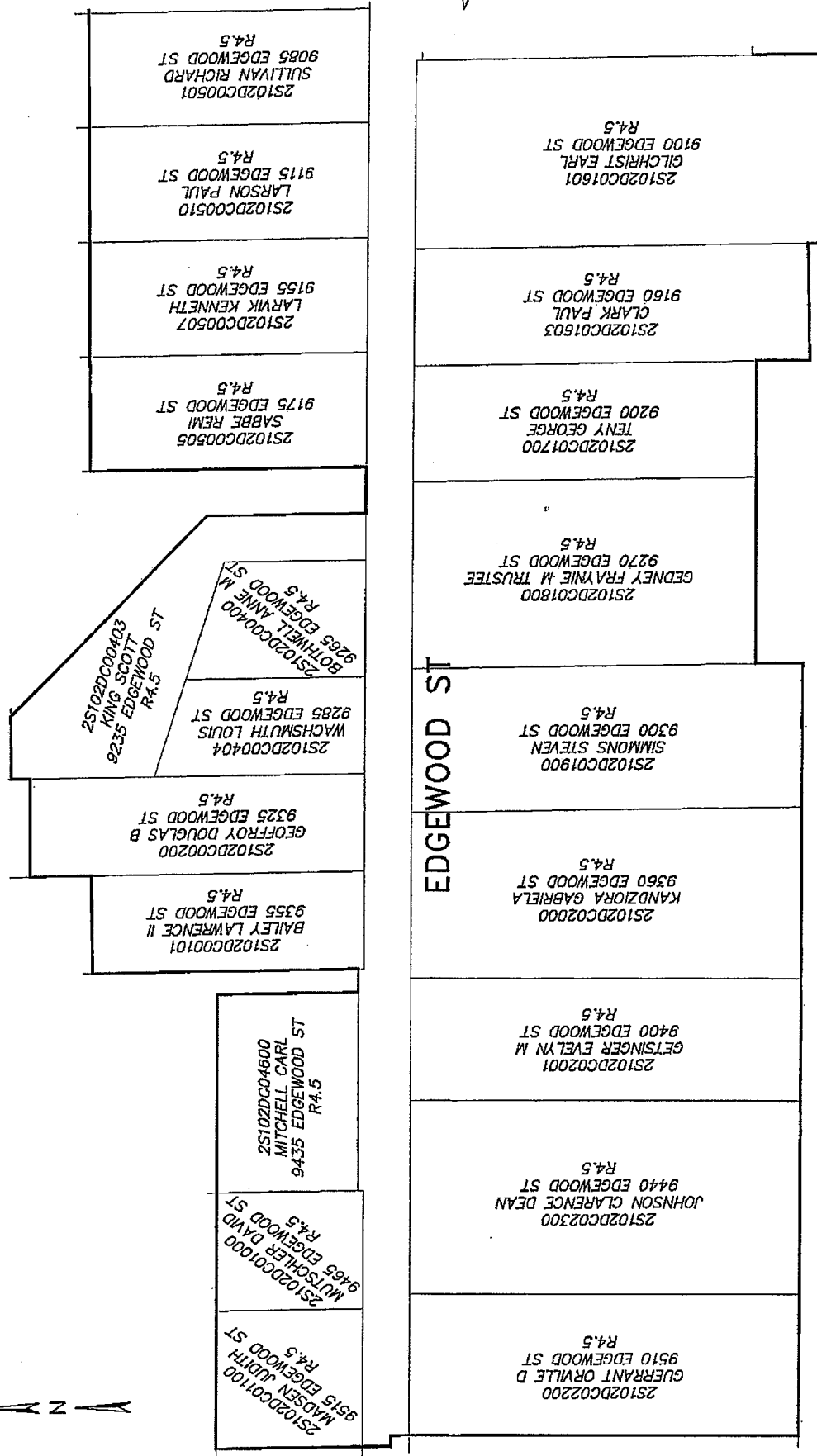
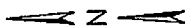


EXHIBIT B (p1)

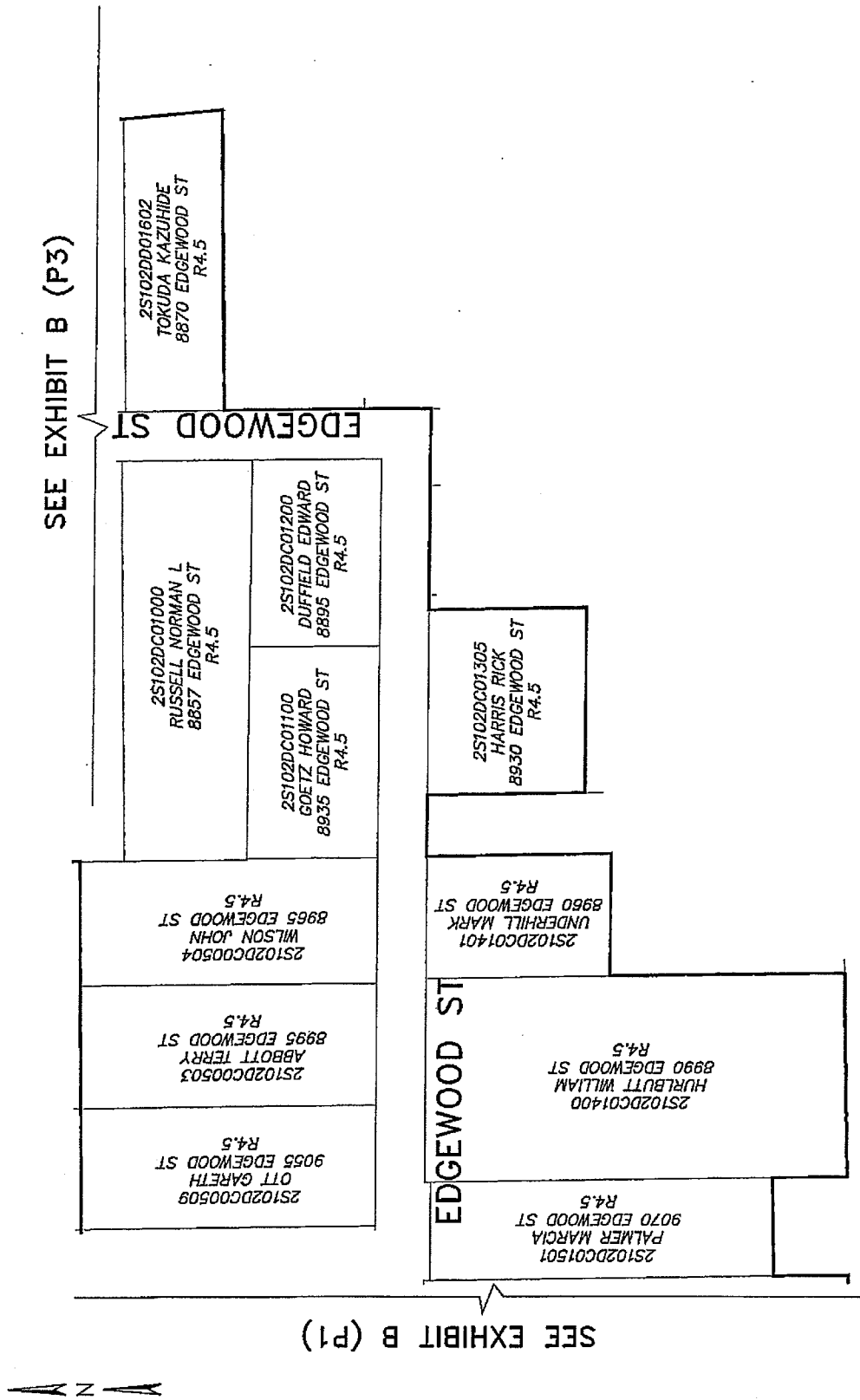
NTS

NOTE:

All properties in the reimbursement district are zoned R4.5 & R12

SEE EXHIBIT B (P2)

O'MARA, McDONALD
 SANITARY SEWER IMPROVEMENTS REIMBURSEMENT DISTRICT #31
 A PORTION OF THE SW 1/4 OF SECTION 2 T2S R1W W.M.



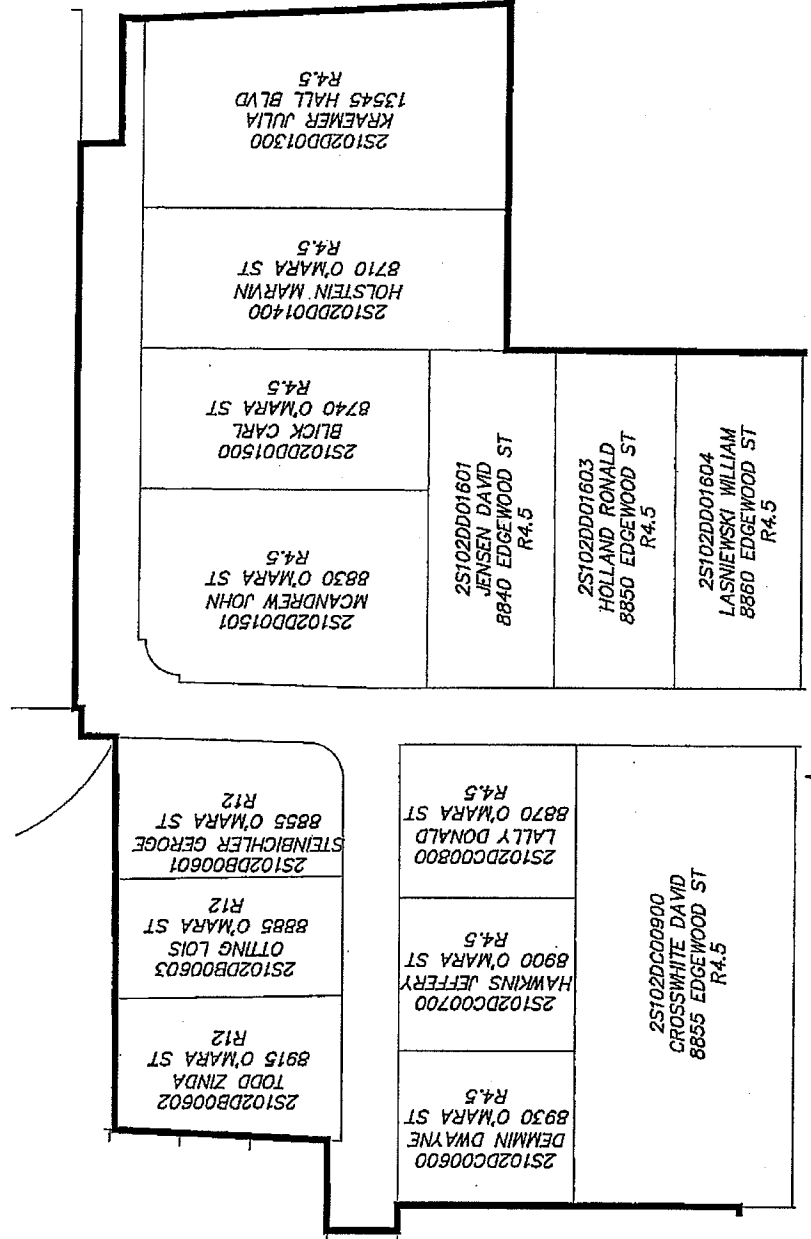
NOTE:

All properties in the reimbursement district are zoned R4.5 & R12

EXHIBIT B (p2)

NTS

O'MARA, McDONALD
 SANITARY SEWER IMPROVEMENTS REIMBURSEMENT DISTRICT #31
 A PORTION OF THE SW 1/4 OF SECTION 2 T2S R1W W.M.



SEE EXHIBIT B (P2)

NOTE:

All properties in the reimbursement district are zoned R4.5 & R12

EXHIBIT B (p3)

NTS

O'MARA ST & EDGEWOOD ST
FY 2004-05 SANITARY SEWER EXTENSION PROGRAM
REIMBURSEMENT DISTRICT #31
A PORTION OF THE SW 1/4 OF SECTION 2 T2S R1W W.M.



VICINITY MAP
NTS

Communications Plan

SW O'Mara, Edgewood Streets Sanitary Sewer Extension

Goal: Construction Sanitary Sewer Extension for Reimbursement District No. 31.

Timeline: FY 04-05 Construction Season.

Communication Goal: To communicate to property owners within the Sanitary Sewer Reimbursement District the estimated cost of connecting to the public sanitary sewer line, the construction schedule, and final cost for the Reimbursement District.

Date	Item	Description	Responsibility
1/25/05	Neighborhood Meeting Notice	Mail Meeting Notice to property owners	Administrative Specialists
2/9/05	Neighborhood Meeting	Meet with property owners to explain procedure and to review estimated costs and construction schedule.	Engr. Manager Project Engr.
2/18/05	Hearing Notice	Mail Notice of formation of Reimbursement District to Property Owners	Administrative Specialists
3/8/05	Formation Hearing	City Council reviews and forms proposed Sanitary Sewer District	Project Engr.
3/9/05	Notice of Decision	Mail Notice of Decision to property owners within District	Administrative Specialists
3/10/05	Advertisement	Submit advertisement for bids to DJC and TT	Administrative Specialists
3/24/05	Bid Opening	Opening of Bids at public bid opening.	Engr. Manager Administrative Specialist
4/12/05	Award Bid	Send NOA and contract documents to lowest bidder	Administrative Specialists
4/22/05	Pre-Construction Meeting	Meet with contractor to review project requirements	Construction Inspector
5/2/05	Notice to Proceed	Authorize low bidder to begin work.	Administrative Specialists
5/2/05	Traffic Control Plan	Plan needs to be approved by construction inspector and project manager	Construction Inspector Engr. Manager
Throughout construction	Lateral Locations	Confirm location of laterals with property owners	Construction Inspector
Throughout construction	Construction Notice	Hang Construction Notice on doorknobs of property owners impacted by project	Construction Inspector Contractor
Throughout construction	Construction Inspection	Inspector is available to receive and respond to complaints	Construction Inspector
7/11/05	Notice to property owners of Assessment Hearing with CC	Mail hearing notice, resolution, property owner cost to each property owner.	Project Engr. Administrative Specialists
7/26/05	Notice of Assessment	Mail resolution with attachments to each property owner	Engr. Manager Administrative Specialists

Prepared by: _____

Approved by: _____

June 12, 2006

**NOTICE
of
PUBLIC HEARING
Tuesday, June 27, 2006
7:30 PM
Tigard Civic Center
Town Hall**

The following will be considered by the Tigard City Council on June 27, 2006 at 7:30 PM at the Tigard Civic Center - Town Hall, 13125 SW Hall Blvd., Tigard, Oregon. Both public oral and written testimony is invited. The public hearing on this matter will be conducted as required by Section 13.09.105 of the Tigard Municipal Code. Further information may be obtained from the Engineering Department at 13125 SW Hall Blvd., Tigard, OR 97223, or by calling 503 718-2468.

INFORMATIONAL PUBLIC HEARING:

FINALIZATION OF SANITARY SEWER REIMBURSEMENT DISTRICT NO. 31 (SW O'Mara, Edgewood Streets). The Tigard City Council will conduct a public hearing to hear testimony on the finalization of Sanitary Sewer Reimbursement District No. 31 formed to install sewers in SW O'Mara and Edgewood Streets.

Each property owner's recommended fair share of the public sewer line is \$0.638124 per square foot of the lot served as shown on the enclosed list. For owners with a fair share amount of \$15,000 or less, the owner's fair share would be limited to \$6,000 for connections completed within three years of City Council approval of the final City Engineer's Report following construction in accordance with Resolution No. 01- 46.

O'MARA EDGEWOOD - DISTRICT NO. 31

OWNERS MAILING ADDRESS

<u>OWNER</u>	<u>OWNERS MAILING ADDRESS</u>
1 ABBOTT TERRY A & LAURIE J	8995 SW EDGEWOOD ST TIGARD OR 97223
2 BAILEY LAWRENCE E II/ROSELLA K	9355 SW EDGEWOOD ST TIGARD OR 97223
3 BEDOLLA KAREN R	8915 SW O'MARA ST TIGARD OR 97223
4 BLICK CARL J DONA JEAN	8740 SW O'MARA TIGARD OR 97223
5 BOTHWELL ANNE M	9265 SW EDGEWOOD ST TIGARD OR 97223
6 CLARK PAUL E BETTY J	9160 SW EDGEWOOD TIGARD OR 97223
7 DEMMIN DWAYNE W & ANGELA L	8930 SW OMARA ST TIGARD OR 97223
8 DUFFIELD EDWARD D SUSAN	8895 SW EDGEWOOD TIGARD OR 97223
9 GEDNEY FRAYNIE M TRUSTEE	9270 SW EDGEWOOD ST TIGARD OR ### 97225
10 WITCOSKY, TAMMY FOR GEDNEY	9400 SW PANORAMA PL PORTLAND OR 97225
11 GEOFFROY DOUGLAS B	9325 SW EDGEWOOD TIGARD OR 97223
12 GETSINGER EVELYN M FAMILY TRUST	9400 SW EDGEWOOD TIGARD OR 97223
13 GILCHRIST EARL J NONA	9100 SW EDGEWOOD ST TIGARD OR 97223
14 GOETZ HOWARD V AND NANCY K	8935 SW EDGEWOOD ST TIGARD OR 97223
15 GUERRANT ORVILLE D	PO BOX 230297 TIGARD OR 97281
16 HARRIS RICK G	8930 SW EDGEWOOD ST TIGARD OR 97223
17 HAWKINS JEFFERY S	8900 SW OMARA TIGARD OR 97223
18 HOLLAND RONALD P MARY L	8850 SW EDGEWOOD TIGARD OR 97223
19 HOLSTEIN MARVIN R/LORETTA R TRS	8710 SW OMARA TIGARD OR 97223
20 HURLBUTT WILLIAM M & CHRISTINE	8990 SW EDGEWOOD ST TIGARD OR 97223
21 JENSEN DAVID L AND LOIS C	8840 SW EDGEWOOD TIGARD OR 97223
22 JOHNSON CLARENCE DEAN	9440 SW EDGEWOOD ST TIGARD OR 97223
23 KANDZIORA GABRIELA	PO BOX 231195 PORTLAND OR 97281
24 KING SCOTT G & ELIZABETH A	9235 SW EDGEWOOD ST TIGARD OR 97223
25 KRAEMER JULIA A & MARK W	PO BOX 80665 PORTLAND OR 97280
26 LALLY DONALD P & BRENDA J	8870 SW O'MARA ST TIGARD OR 97223
27 LARSEN PAUL ANDREW AND	9115 SW EDGEWOOD TIGARD OR 97224
28 LARVIK KENNETH E	9155 SW EDGEWOOD ST TIGARD OR 97223
29 LASNIEWSKI WILLIAM L AND	8860 SW EDGEWOOD TIGARD OR 97223
30 MACLEAN DANIEL M	8855 SW EDGEWOOD ST TIGARD OR 97223
31 MADSEN JUDITH L	11790 SW TIMBERLINE DR BEAVERTON OR 97008
32 MCANDREW JOHN W & ANGELA D	8830 SW OMARA ST TIGARD OR 97223
33 MITCHELL CARL R	9435 SW EDGEWOOD ST TIGARD OR 97223
34 MUTSCHLER DAVID K	9465 SW EDGEWOOD ST TIGARD OR 97223
35 OTT GARETH S ANNE	9055 SW EDGEWOOD TIGARD OR 97223
36 OTTING LOIS E	8885 SW O'MARA ST TIGARD OR 97223
37 PALMER MARCIA R	9070 SW EDGEWOOD ST TIGARD OR 97223
38 RUSSELL NORMAN L	8857 SW EDGEWOOD ST TIGARD OR 97223
39 SABBE REMI & APRIL	9175 SW EDGEWOOD ST TIGARD OR 97223
40 SIMMONS STEVEN CRAIG	16308 SW CROMWELL CT TIGARD OR 97223
41 STEINBICHLER GEORGE	8855 SW OMARA ST TIGARD OR 97223
42 SULLIVAN RICHARD A & SUZANNE P	9085 SW EDGEWOOD TIGARD OR 97224
43 TENY GEORGE & JENNA	9200 SW EDGEWOOD ST TIGARD OR 97223
44 TOKUDA KAZUhide	8870 SW EDGEWOOD ST TIGARD OR 97223
45 UNDERHILL MARK R	8960 SW EDGEWOOD TIGARD OR 97223
46 WACHSMUTH LOUIS J	9285 SW EDGEWOOD TIGARD OR 97223
47 WILSON JOHN G & JODY K	12995 SW PACIFIC HWY TIGARD OR 97223

CITY OF TIGARD, OREGON

RESOLUTION NO. 01-46**A RESOLUTION REPEALING RESOLUTION NO. 98-51 AND ESTABLISHING A REVISED AND ENHANCED NEIGHBORHOOD SEWER REIMBURSEMENT DISTRICT INCENTIVE PROGRAM**

WHEREAS, the City Council has initiated the Neighborhood Sewer Extension Program to extend public sewers through Reimbursement Districts in accordance with TMC Chapter 13.09; and

WHEREAS, on October 13, 1998, the City Council established The Neighborhood Sewer Reimbursement District Incentive Program through Resolution No. 98-51 to encourage owners to connect to public sewer. The program was offered for a two-year period after which the program would be evaluated for continuation; and

WHEREAS, on September 26, 2000, the City Council extended The Neighborhood Sewer Reimbursement District Incentive Program an additional two years through Resolution No. 00-60; and

WHEREAS, City Council finds that residential areas that remain without sewer service should be provided with service within five years; and

WHEREAS, Council has directed that additional incentives should be made available to encourage owners to promptly connect to sewers once service is available and that owners who have paid for service provided by previously established districts of the Neighborhood Sewer Extension Program should receive the benefits of the additional incentives.

NOW, THEREFORE, BE IT RESOLVED by the Tigard City Council that:

SECTION 1: Resolution No. 98-51 establishing the Neighborhood Sewer Reimbursement District Incentive Program is hereby repealed.

SECTION 2: A revised incentive program is hereby established for the Neighborhood Sewer Extension Program. This incentive program shall apply to sewer connections provided through the sewer reimbursement districts shown on the attached Table 1 or established thereafter. All connections qualifying under this program must be completed within **three years** after Council approval of the final City Engineer's Report following a public hearing conducted in accordance with TMC Section 13.09.105 or by **two years** from the date this resolution is passed, which ever is later, as shown on the attached Table 1.

SECTION 3: To the extent that the reimbursement fee determined in accordance with Section 13.09.040 does not exceed \$15,000, the amount to be reimbursed by an owner of a lot zoned single family residential shall not exceed \$6,000 per connection, provided that the lot owner complies with the provisions of Section 2. Any amount over \$15,000 shall be reimbursed by the owner. This applies only to the reimbursement fee for the sewer installation and not to the connection fee, which is still payable upon application for

RESOLUTION NO. 01-46

sewer connection.

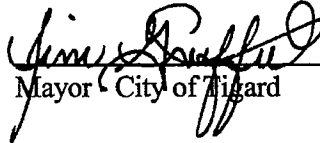
SECTION 4: The City Engineer's Report required by TMC Chapter 13.09 shall apply the provisions of this incentive program. Residential lot owners who do not connect to sewer in accordance with Section 2 shall pay the full reimbursement amount as determined by the final City Engineer's Report.

SECTION 5: Any person who has paid a reimbursement fee in excess of the fee required herein is entitled to reimbursement from the City. The amounts to be reimbursed and the persons to be paid shall be determined by the Finance Director and approved by the City Manager. There shall be a full explanation of any circumstances that require payment to any person who is not an original payer. The Finance Director shall make payment to all persons entitled to the refund no later than August 31, 2001.

SECTION 6: The Sanitary Sewer Fund, which is the funding source for the Neighborhood Sewer Reimbursement District Program, shall provide the funding for the installation costs over \$6,000 up to a maximum of \$15,000 per connection.

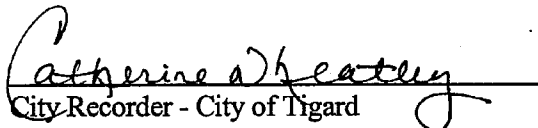
EFFECTIVE DATE: July 10, 2001

PASSED: This 10th day of July 2001.



Mayor - City of Tigard

ATTEST:



City Recorder - City of Tigard

I:\Citywide\Res\Resolution Revising the Neighborhood Sewer Incentive Program

TABLE 1 Reimbursement Districts with Refunds Available			
DISTRICT	FEE PER LOT	REIMBURSEMENT AVAILABLE	INCENTIVE PERIOD ENDS
TIGARD ST.No.8	5,193	No reimbursement available	
FAIRHAVEN ST/WYNo.9	4,506	No reimbursement available	
HILLVIEW ST No.11	8,000		July 11, 2003
106 TH & JOHNSON No.12	5,598	No reimbursement available	
100 TH & INEZ No.13	8,000		July 11,2003
WALNUT & TIEDEMAN No.14	8,000		July 11,2003
BEVELAND&HERMOSA No.15	5,036	No reimbursement available	
DELMONTE No.16	8,000		July 11,2003
O'MARA No.17	8,000		July 11,2003
WALNUT & 121 ST No.18	-	Amount to be reimbursed will be	Throe years from service availability
ROSE VISTA No.20	-	determined once final costs are determined.	

* Currently being constructed

CITY OF TIGARD, OREGON**RESOLUTION NO. 03- 55****A RESOLUTION PROVIDING ADDITIONAL INCENTIVES TO THE NEIGHBORHOOD SEWER REIMBURSEMENT DISTRICT INCENTIVE PROGRAM (RESOLUTION NO. 01 - 46).**

WHEREAS, the City Council has initiated the Neighborhood Sewer Extension Program to extend public sewers through Reimbursement Districts in accordance with TMC Chapter 13.09; and

WHEREAS, on July 10, 2001, the City Council established the Revised and Enhanced Neighborhood Sewer Reimbursement District Incentive Program through Resolution No. 01-46 to encourage owners to connect to public sewer within three-years following construction of sewers; and

WHEREAS, Council has directed that additional incentives should be made available to encourage owners of large lots to promptly connect to sewers once service is available.

NOW, THEREFORE, BE IT RESOLVED by the Tigard City Council that:

- SECTION 1:** In addition to the incentives provided by Resolution No. 01-46, any person whose reimbursement fee exceeds \$15,000 and wishes to connect a single family home or duplex to a sewer constructed through a reimbursement district may defer payment of the portion of the reimbursement fee that exceeds \$15,000, as required by Section 3 of Resolution No. 01-46, until the lot is partitioned or otherwise developed in accordance with a land use permit. The land use permit shall not be issued until payment of the deferred amount is made. The Annual Fee Adjustment required by TMC Section 13.09.115 shall not apply to payment of this deferred amount.
- SECTION 2:** Lots that qualify under Section 1, within reimbursement districts that have exceeded the three-year period for connection, and have not connected to sewer can connect the existing structure, pay a reimbursement fee of \$6,000, and defer payment of the portion of the reimbursement fee that exceeds \$15,000 if connection to the sewer is completed within one year after the effective date of this resolution.
- SECTION 3:** Vacant lots improved with a single family home or duplex during the term of the reimbursement district shall qualify for the provisions of Resolution No. 01-46, pay \$6,000 if the fee exceeds that amount, and may defer payment of the portion of the reimbursement fee that exceeds \$15,000 as provided by Section 1.
- SECTION 4:** Vacant lots that are partitioned, subdivided, or otherwise developed during the life of the reimbursement district shall qualify for the provisions of Resolution No. 01-46, shall pay a reimbursement fee of \$6,000, and shall pay any amount due over \$15,000 at the time of development. The Annual Fee Adjustment required by TMC Section 13.09.115 shall not apply to payments made under this section.
- SECTION 5:** The owner of any lot for which deferred payment is requested must enter into an agreement with the City, on a form prepared by the City Engineer, acknowledging the

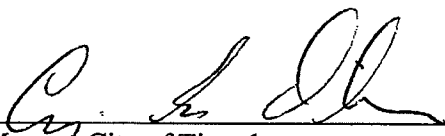
owner's and owner's successors obligation to pay the deferred amount as described in Section 1. The City Recorder shall cause the agreement to be filed in the office of the County Recorder to provide notice to potential purchasers of the lot. The recording will not create a lien. Failure to make such a recording shall not affect the obligation to pay the deferred amount.

SECTION 6: Any person who qualifies under Section 1 and has paid a reimbursement fee for the portion of the reimbursement fee in excess of \$15,000 is entitled to reimbursement for that amount from the City upon request. The amounts to be reimbursed and the persons to be paid shall be determined by the Finance Director and approved by the City Manager. There shall be a full explanation of any circumstances that require payment to any person who is not an original payer. Any person requesting a refund must sign an agreement similar to that described in Section 5 acknowledging the obligation to pay the refunded amount upon partitioning or developing the lot.

SECTION 7: The Sanitary Sewer Fund continues to remain the funding source for the Neighborhood Sewer Reimbursement District Program and shall provide the funding for the installation costs over \$6,000 up to a maximum of \$15,000 per connection and for any deferred payment permitted by this resolution.

SECTION 8: This resolution is effective immediately upon passage.

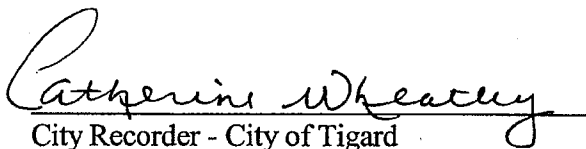
PASSED: This 14th day of October 2003.



~~Mayor - City of Tigard~~

Craig E. Dirksen, Council President

ATTEST:



City Recorder - City of Tigard

I:\eng\lg\reimbursement districts\revisions res 01-46 aug 28 03\oct 14 03 council\10-14-03 addition to res 1-46 res.doc